

<i>SERFF Tracking Number:</i>	<i>UTAC-127025846</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Loyal American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48465</i>
<i>Company Tracking Number:</i>	<i>LY-CRI-BA-AR</i>		
<i>TOI:</i>	<i>H07I Individual Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H07I.001 Critical Illness</i>
<i>Product Name:</i>	<i>CRITICAL ILLNESS</i>		
<i>Project Name/Number:</i>	<i>LY-CRI-BA-AR/LY-CRI-BA-AR</i>		

Filing at a Glance

Company: Loyal American Life Insurance Company

Product Name: CRITICAL ILLNESS	SERFF Tr Num: UTAC-127025846	State: Arkansas
TOI: H07I Individual Health - Specified Disease - Limited Benefit	SERFF Status: Closed-Approved- Closed	State Tr Num: 48465
Sub-TOI: H07I.001 Critical Illness	Co Tr Num: LY-CRI-BA-AR	State Status: Approved-Closed
Filing Type: Form/Rate	Authors: Jackie Cunningham, Alycia Sumbera, Joyce Kostakis, Melissa Garza, Melissa MacLaurin	Reviewer(s): Rosalind Minor
	Date Submitted: 04/11/2011	Disposition Date: 04/22/2011
		Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: LY-CRI-BA-AR	Status of Filing in Domicile: Authorized
Project Number: LY-CRI-BA-AR	Date Approved in Domicile: 03/31/2011
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 04/22/2011
	State Status Changed: 04/22/2011
Deemer Date:	Created By: Alycia Sumbera
Submitted By: Jackie Cunningham	Corresponding Filing Tracking Number:
Filing Description:	
Re: Loyal American Life Insurance Company	
NAIC # 65722 FEIN # 63-0343428	
NEW POLICY FORMS DESCRIPTION	
LY-CRI-BA-AR Critical Illness Policy	
LY-HOS-RD Hospital Indemnity Rider	
LY-ADD-RD Accidental Death and Dismemberment Rider	
LY-ROP-RD Return of Premium Rider	

<i>SERFF Tracking Number:</i>	<i>UTAC-127025846</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Loyal American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48465</i>
<i>Company Tracking Number:</i>	<i>LY-CRI-BA-AR</i>		
<i>TOI:</i>	<i>H071 Individual Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H071.001 Critical Illness</i>
<i>Product Name:</i>	<i>CRITICAL ILLNESS</i>		
<i>Project Name/Number:</i>	<i>LY-CRI-BA-AR/LY-CRI-BA-AR</i>		

LY-CRI-OC Critical Illness Outline of Coverage
LY-CRI-APP Critical Illness Application
Actuarial Memorandum and Rates

Dear Sir or Madam:

The forms submitted with this filing are for review and approval. These forms are new and do not replace any forms previously approved by your department. The riders will be used with the Critical Illness policy described above as well as any future approved supplemental health products. The policy form and riders described above will be sold through licensed agents.

If there are any questions or comments, please call me at (816) 246-6202 or email me at jcunningham@gafri.com.

Sincerely,
Jackie Cunningham, AIRC, FLMI
Compliance Filing Specialist

Company and Contact

Filing Contact Information

Jackie Cunningham, Compliance Filing Specialist	jcunningham@gafri.com
11200 Lakeline Boulevard, Suite 100	816-246-6202 [Phone]
P. O. Box 26580	512-451-0357 [FAX]
Austin, TX 78755-0580	

Filing Company Information

Loyal American Life Insurance Company	CoCode: 65722	State of Domicile: Ohio
11200 Lakeline Blvd., Suite 100	Group Code: 84	Company Type: Insurance Company
P.O. Box 559004	Group Name:	State ID Number:
Austin, TX 78755-9004	FEIN Number: 63-0343428	
(800) 633-6752 ext. [Phone]		

Filing Fees

SERFF Tracking Number: *UTAC-127025846* *State:* *Arkansas*
Filing Company: *Loyal American Life Insurance Company* *State Tracking Number:* *48465*
Company Tracking Number: *LY-CRI-BA-AR*
TOI: *H071 Individual Health - Specified Disease - Limited Benefit* *Sub-TOI:* *H071.001 Critical Illness*
Product Name: *CRITICAL ILLNESS*
Project Name/Number: *LY-CRI-BA-AR/LY-CRI-BA-AR*

Fee Required? Yes
Fee Amount: \$350.00
Retaliatory? No
Fee Explanation: Forms \$50 x 6 + Rates \$50 x 1 = \$350
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Loyal American Life Insurance Company	\$350.00	04/11/2011	46464504

SERFF Tracking Number: UTAC-127025846 State: Arkansas

Filing Company: Loyal American Life Insurance Company State Tracking Number: 48465

Company Tracking Number: LY-CRI-BA-AR

TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit

Product Name: CRITICAL ILLNESS

Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/22/2011	04/22/2011
Approved-Closed	Rosalind Minor	04/19/2011	04/19/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	04/14/2011	04/14/2011	Jackie Cunningham	04/18/2011	04/18/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Application	Alycia Sumbera	04/22/2011	04/22/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Reopen filing	Note To Reviewer	Alycia Sumbera	04/20/2011	04/20/2011

SERFF Tracking Number:	UTAC-127025846	State:	Arkansas
Filing Company:	Loyal American Life Insurance Company	State Tracking Number:	48465
Company Tracking Number:	LY-CRI-BA-AR		
TOI:	H071 Individual Health - Specified Disease - Limited Benefit	Sub-TOI:	H071.001 Critical Illness
Product Name:	CRITICAL ILLNESS		
Project Name/Number:	LY-CRI-BA-AR/LY-CRI-BA-AR		

Disposition

Disposition Date: 04/22/2011

Implementation Date:

Status: Approved-Closed

Comment:

This submission was re-opened in order to submit a revised application #LY-CRI-APP-AR. The application is approved effective on this date. The remainder of the submission will retain the original approval date of 4/19/11.

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Loyal American Life Insurance Company	%	%	\$		\$	%	%

SERFF Tracking Number: UTAC-127025846 State: Arkansas

Filing Company: Loyal American Life Insurance Company State Tracking Number: 48465

Company Tracking Number: LY-CRI-BA-AR

TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit

Product Name: CRITICAL ILLNESS

Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form (revised)	Specified Critical Illness Insurance Policy	Approved-Closed	Yes
Form	Specified Critical Illness Insurance Policy	Replaced	Yes
Form	Hospital Indemnity Benefit Rider	Approved-Closed	Yes
Form	Accidental Death and Dismemberment Benefit Rider	Approved-Closed	Yes
Form	Return of Premium Benefit Rider	Approved-Closed	Yes
Form	Specified Critical Illness Outline Coverage	Approved-Closed	Yes
Form (revised)	Application	Approved-Closed	Yes
Form	Application	Replaced	Yes
Rate	Actuarial Memorandum Specified Critical Illness Policy	Approved-Closed	No
Rate	Actuarial Memorandum Hospital Indemnity Rider	Approved-Closed	No
Rate	Actuarial Memorandum AD&D Rider	Approved-Closed	No
Rate	Actuarial Memorandum ROP Rider	Approved-Closed	No

SERFF Tracking Number:	UTAC-127025846	State:	Arkansas
Filing Company:	Loyal American Life Insurance Company	State Tracking Number:	48465
Company Tracking Number:	LY-CRI-BA-AR		
TOI:	H071 Individual Health - Specified Disease - Limited Benefit	Sub-TOI:	H071.001 Critical Illness
Product Name:	CRITICAL ILLNESS		
Project Name/Number:	LY-CRI-BA-AR/LY-CRI-BA-AR		

Disposition

Disposition Date: 04/19/2011

Implementation Date:

Status: Approved-Closed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Loyal American Life Insurance Company	%	%	\$		\$	%	%

SERFF Tracking Number: UTAC-127025846 State: Arkansas

Filing Company: Loyal American Life Insurance Company State Tracking Number: 48465

Company Tracking Number: LY-CRI-BA-AR

TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit

Product Name: CRITICAL ILLNESS

Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form (revised)	Specified Critical Illness Insurance Policy	Approved-Closed	Yes
Form	Specified Critical Illness Insurance Policy	Replaced	Yes
Form	Hospital Indemnity Benefit Rider	Approved-Closed	Yes
Form	Accidental Death and Dismemberment Benefit Rider	Approved-Closed	Yes
Form	Return of Premium Benefit Rider	Approved-Closed	Yes
Form	Specified Critical Illness Outline Coverage	Approved-Closed	Yes
Form (revised)	Application	Approved-Closed	Yes
Form	Application	Replaced	Yes
Rate	Actuarial Memorandum Specified Critical Illness Policy	Approved-Closed	No
Rate	Actuarial Memorandum Hospital Indemnity Rider	Approved-Closed	No
Rate	Actuarial Memorandum AD&D Rider	Approved-Closed	No
Rate	Actuarial Memorandum ROP Rider	Approved-Closed	No

SERFF Tracking Number: UTAC-127025846 *State:* Arkansas
Filing Company: Loyal American Life Insurance Company *State Tracking Number:* 48465
Company Tracking Number: LY-CRI-BA-AR
TOI: H071 Individual Health - Specified Disease - *Sub-TOI:* H071.001 Critical Illness
Limited Benefit
Product Name: CRITICAL ILLNESS
Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/14/2011
Submitted Date 04/14/2011

Respond By Date

Dear Jackie Cunningham,

This will acknowledge receipt of the captioned filing.

Objection 1

- Specified Critical Illness Insurance Policy, LY-CRI-BA-AR (Form)

Comment:

With respect to coverage for minors for whom the insured has filed a petition to adopt, please refer to the 60-day period under ACA 23-79-137.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: UTAC-127025846 State: Arkansas
 Filing Company: Loyal American Life Insurance Company State Tracking Number: 48465
 Company Tracking Number: LY-CRI-BA-AR
 TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
 Limited Benefit
 Product Name: CRITICAL ILLNESS
 Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 04/18/2011
 Submitted Date 04/18/2011

Dear Rosalind Minor,

Comments:

Response 1

Comments: The following paragraph was added to the policy definition of Children to comply with ACA 23-79-137:

"Children may also include a child placed with You for adoption. Such coverage will begin on the date of the filing of a petition for adoption if the coverage is applied for within 60 days after the filing of the petition of adoption. In the case of a newborn, the coverage shall be from the moment of birth if the petition and application for coverage is within 60 days after birth."

Related Objection 1

Applies To:

- Specified Critical Illness Insurance Policy, LY-CRI-BA-AR (Form)

Comment:

With respect to coverage for minors for whom the insured has filed a petition to adopt, please refer to the 60-day period under ACA 23-79-137.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Specified Critical Illness	LY-CRI-		Policy/Contract/Fraternal	Initial		40.000	LY-CRI-

<i>SERFF Tracking Number:</i>	<i>UTAC-127025846</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Loyal American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48465</i>
<i>Company Tracking Number:</i>	<i>LY-CRI-BA-AR</i>		
<i>TOI:</i>	<i>H071 Individual Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H071.001 Critical Illness</i>
<i>Product Name:</i>	<i>CRITICAL ILLNESS</i>		
<i>Project Name/Number:</i>	<i>LY-CRI-BA-AR/LY-CRI-BA-AR</i>		
Insurance Policy	BA-AR	Certificate	BA-AR 04-18-11.pdf

Previous Version

<i>Specified Critical Illness</i>	<i>LY-CRI-</i>	<i>Policy/Contract/Fraternal</i>	<i>Initial</i>	<i>40.000</i>	<i>LY-CRI-</i>
<i>Insurance Policy</i>	<i>BA-AR</i>	<i>Certificate</i>			<i>BA-AR.pdf</i>

No Rate/Rule Schedule items changed.

Please continue with your review of this filing.

Sincerely,

Alycia Sumbera, Jackie Cunningham, Joyce Kostakis, Melissa Garza, Melissa MacLaurin

SERFF Tracking Number: UTAC-127025846 State: Arkansas

Filing Company: Loyal American Life Insurance Company State Tracking Number: 48465

Company Tracking Number: LY-CRI-BA-AR

TOI: H071 Individual Health - Specified Disease - Limited Benefit Sub-TOI: H071.001 Critical Illness

Product Name: CRITICAL ILLNESS

Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR

Amendment Letter

Submitted Date: 04/22/2011

Comments:

To comply with Rule and Regulation 18 s 7 Appendix 1(A)6, the application has been revised.

Your time and consideration is greatly appreciated.

Sincerely,
Alycia Sumbera

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
LY-CRI-APP-AR	Application/EApplication nrollment Form		Initial				0.000	LY-CRI-APP-AR.pdf

SERFF Tracking Number: UTAC-127025846 State: Arkansas
Filing Company: Loyal American Life Insurance Company State Tracking Number: 48465
Company Tracking Number: LY-CRI-BA-AR
TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit
Product Name: CRITICAL ILLNESS
Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR

Note To Reviewer

Created By:

Alycia Sumbera on 04/20/2011 11:03 AM

Last Edited By:

Alycia Sumbera

Submitted On:

04/20/2011 11:03 AM

Subject:

Reopen filing

Comments:

Dear Ms. Minor,

We would like to request that you reopen the filing so we can revise the application to include a question regarding whether the insured is eligible for Medicaid and include the following required statement. Pursuant to Rule and Regulation 18 s 7 Appendix 1(A)6 Any application for specified disease coverage shall contain a statement above the signature of the applicant that no person to be covered for specified disease is also covered by any Title XIX program (Medicaid or any similar name). Such statement may be combined with any other statement for which the insurer may require the applicant's signature.

Please let me know if you have any questions.

Sincerely,

Alycia Sumbera

Compliance Filing Specialist

866-459-4272 ext 4822

SERFF Tracking Number: UTAC-127025846 State: Arkansas

Filing Company: Loyal American Life Insurance Company State Tracking Number: 48465

Company Tracking Number: LY-CRI-BA-AR

TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit

Product Name: CRITICAL ILLNESS

Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR

Form Schedule

Lead Form Number: LY-CRI-BA-AR

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Status						
Approved-Closed 04/19/2011	LY-CRI-BA-AR	Policy/Cont Specified Critical Illness Insurance Policy Certificate	Initial		40.000	LY-CRI-BA-AR 04-18-11.pdf
Approved-Closed 04/19/2011	LY-HOS-RD	Policy/Cont Hospital Indemnity Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		40.000	LY-HOS-RD.pdf
Approved-Closed 04/19/2011	LY-ADD-RD	Policy/Cont Accidental Death and Dismemberment Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		40.000	LY-ADD-RD.pdf
Approved-Closed 04/19/2011	LY-ROP-RD	Policy/Cont Return of Premium Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme	Initial		40.000	LY-ROP-RD.pdf

SERFF Tracking Number: UTAC-127025846 State: Arkansas

Filing Company: Loyal American Life Insurance Company State Tracking Number: 48465

Company Tracking Number: LY-CRI-BA-AR

TOI: H071 Individual Health - Specified Disease - Sub-TOI: H071.001 Critical Illness
Limited Benefit

Product Name: CRITICAL ILLNESS

Project Name/Number: LY-CRI-BA-AR/LY-CRI-BA-AR
nt or Rider

Approved- LY-CRI-OC	Outline of Specified Critical	Initial	40.000	LY-CRI-
Closed	Coverage Illness Outline			OC.pdf
04/19/2011	Coverage			
Approved- LY-CRI-	Application/ Application	Initial	0.000	LY-CRI-APP-
Closed APP-AR	Enrollment			AR.pdf
04/22/2011	Form			



[P.O. Box 559004, Austin, TX 78755-9004]
Toll Free: [800-633-6752]

Here is Your new Specified Critical Illness Insurance Policy. The language used is easy to understand. Loyal American Life Insurance Company® will be referred to in this policy as “We”, “Our”, and “Us”. “You” or “Your” means the Named Insured.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If an Insured Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” which is available from the company.

GUARANTEED RENEWABLE TO AGE 75. This policy is guaranteed renewable to age 75. That means You have the right to continue this policy in force up to age 75 as long as You pay the required premium on or before the date it is due or during the grace period. At no time while You continue this policy in force may We place any restrictive riders on it without your permission.

RIGHT TO ADJUST FUTURE PREMIUMS. After this policy has been in force for twelve (12) months, We may change the premium rates only if we change them for all policies like Yours in Your state on a premium class basis, but not more than once in a 12-month period. A premium class basis is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. If We change the rates, Your premium will be determined by Your age on the Effective Date of the policy. If We change the premium rates for all policies of this form issued by Us and in force in Your state, We will inform You in writing at least thirty (30) days before the change occurs at the address shown in Our records

PRE-EXISTING CONDITION(S). The benefits of this Policy will not be payable during the first twelve (12) months that coverage is in force with respect to an Insured Person for any loss caused by Pre-Existing Condition(s).

IMPORTANT NOTICE! PLEASE READ. Please read the copy of the application attached to this policy. The best time to clear up any questions is now, before a claim arises. Omissions or misstatements in the application could cause an otherwise valid claim to be denied or coverage to be rescinded. Carefully check the application and write to Loyal American Life Insurance Company at [P.O. Box 559004, Austin, Texas 78755-9004] within ten (10) days if any information shown on it is not correct and complete or if any medical history has been left out. The application is a part of this policy, which was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

YOU HAVE THE RIGHT TO EXAMINE THIS POLICY FOR THIRTY (30) DAYS. Please read Your policy carefully. If You are not satisfied with Your policy for any reason, You may return the policy to Us. It must be returned within thirty (30) days from receipt of this policy. If returned, the policy will be void from its beginning as though the policy was never issued. Any premium paid on this policy will be refunded.

NOTICE TO BUYER: THIS IS A SPECIFIED DISEASE POLICY. THIS POLICY PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES. READ YOUR POLICY CAREFULLY.

THIS IS A LEGAL CONTRACT BETWEEN YOU AND US.

REDUCED BENEFITS WILL BE PROVIDED DURING THE FIRST THIRTY (30) DAYS IMMEDIATELY FOLLOWING THE EFFECTIVE DATE OR LAST REINSTATEMENT DATE OF THIS POLICY FOR ANY CLAIMS RESULTING FROM CANCER OR CARCINOMA IN SITU.

Secretary

President

TABLE OF CONTENTS

	PAGE
GUARANTEED RENEWABLE TO AGE 75	1
RIGHT TO ADJUST FUTURE PREMIUMS	1
PRE-EXISTING CONDITION(S)	1
IMPORTANT NOTICE! PLEASE READ	1
RIGHT TO EXAMINE THIS POLICY FOR THIRTY (30) DAYS	1
NOTICE TO BUYER	1
POLICY SCHEDULE PAGE	3
PART 1: DEFINITIONS	4
PART 2: EFFECTIVE DATE	7
PART 3: ELIGIBILITY	7
PART 4: BENEFITS PROVIDED BY THIS POLICY	8
PART 5: EXCLUSIONS AND LIMITATIONS	9
PART 6: PREMIUM PAYMENTS AND REINSTATEMENT	10
PART 7: TERMINATION PROVISIONS	10
PART 8: HOW TO FILE A CLAIM	12
PART 9: GENERAL INFORMATION	12

LOYAL AMERICAN LIFE INSURANCE COMPANY
Specified Critical Illness Insurance Policy Schedule Page

POLICY NUMBER: [AC0001000C]

COVERAGE TYPE: [FAMILY]

EFFECTIVE DATE: [FEBRUARY 1, 2011]

NAMED INSURED: [JOHN DOE]

*AGE AT ISSUE: [30]

STATE OF ISSUE: [TEXAS]

CLASS: [TOBACCO]

*PREMIUMS

[MONTHLY]

[P.A.C.]

[\$ XXX.XX]

SPECIFIED CRITICAL ILLNESS BENEFIT AMOUNT:

NAMED INSURED:

[\$20,000 Per Category]

[SPOUSE]

[\$20,000 Per Category]

[CHILDREN]

[\$10,000 Per Category]

POLICY WAITING PERIOD

[30 DAYS]

Reduced Benefits for Cancer and Carcinoma in Situ diagnosed during waiting period

Cancer: 10% of the Benefit Amount shown above.

Carcinoma in Situ: 2.5% of the Benefit Amount Shown above.

OPTIONAL RIDERS:

[RETURN OF PREMIUM RIDER]

[HOSPITAL INDEMNITY BENEFIT RIDER]

[\$100 a day]

Maximum Benefit Period

30 days]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER]

Benefit Amount:

NAMED INSURED:

[\$50,000]

[SPOUSE]

[\$50,000]

[CHILDREN]

[\$25,000]

In the Event of Loss:

Life

One Eye, Hand, Foot, Arm or Leg

More Than One Eye, Hand, Foot, Arm or Leg

The Benefit Will Be:

100% of the Benefit Amount

10% of the Benefit Amount

20% of the Benefit Amount]

*THE PREMIUMS ARE BASED ON THE AGE OF THE OLDEST INSURED PERSON; THE AGE AT ISSUE REPRESENTS THE AGE OF THE OLDEST INSURED.

PART 1: DEFINITIONS

When We use the following words, this is what We mean:

ACCIDENTAL INJURY means bodily harm that is caused solely by or is the result of an unforeseen event or occurrence.

ANGIOPLASTY means reconstitution or recanalization of a blood vessel. It may involve balloon dilation, mechanical stripping of intima, forceful injection of fibrinolytics or placement of a stent. The procedure must be performed by a Physician who is a board certified cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

AORTIC SURGERY means undergoing surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. The surgery must be deemed medically necessary and performed by a Physician who is a board certified cardiologist, cardiovascular thoracic surgeon or vascular surgeon. For this definition, aorta means the thoracic and abdominal aorta but not its branches.

BENEFICIARY means the person(s) You named in the application, or by later designation, to receive any death benefit or accrued benefits unpaid at Your death.

BENEFIT AMOUNT means the amount We will pay for a covered benefit as shown on the Policy Schedule Page.

BLINDNESS means the Diagnosis of permanent and uncorrectable loss of sight in both eyes. The Diagnosis must be by a Physician who is a board certified ophthalmologist. Corrected visual acuity must either be worse than 20/200 in both eyes or the field of vision must be less than 20 degrees in both eyes.

CANCER means a malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Blood cancers such as Leukemia, Myelodysplastic Syndrome (MDS) and lymphoma are included. Cancer must be Diagnosed pursuant to a Pathological or Clinical Diagnosis.

While not an exhaustive list, the following premalignant conditions or conditions with malignant potential are not to be construed as Cancer in interpreting this policy:

- (1) pre-malignant lesions (such as intraepithelial neoplasia);
- (2) benign tumors or polyps;
- (3) early prostate cancer diagnosed as T1N0M0 or equivalent staging;
- (4) Carcinoma in Situ; or
- (5) any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

CARCINOMA IN SITU means a Diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue. Carcinoma in Situ must be Diagnosed pursuant to a Pathological or Clinical Diagnosis. Carcinoma in Situ includes, but is not limited to:

- early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
- melanoma not invading the dermis.

Carcinoma in Situ does not include:

- other skin malignancies;
- pre-malignant lesions (such as intraepithelial neoplasia); or
- benign tumors or polyps.

CHILD(REN) unless excluded from coverage by specific name, means the Named Insured's and Spouse's natural child, stepchild, legally adopted child, a child placed with You for adoption, a foster child, or court appointed guardianship/order/administrative order for a child including grandchild, who is:

- (1) insurable and named on the application;
- (2) unmarried;
- (3) child of a non-custodial parent;
- (4) chiefly dependent on the insured or spouse for support; and
- (5) has not attained the limiting age of nineteen (19) or twenty-six (26) if enrolled as a full-time student in an accredited school or college.

Children may also include a child placed with You for adoption. Such coverage will begin on the date of the filing of a petition for adoption if the coverage is applied for within 60 days after the filing of the petition of adoption. In the case of a newborn, the coverage shall be from the moment of birth if the petition and application for coverage is within 60 days after birth.

Child(ren) also includes dependent child(ren), regardless of age, who:

- (1) are mentally or physically handicapped;
- (2) became or become handicapped prior to the limiting Age; and
- (3) cannot support themselves because of their handicap.

CLINICAL DIAGNOSIS means the Diagnosis of Cancer or Carcinoma in Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer or Carcinoma in Situ only if the following conditions are met:

- (1) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- (2) there is medical evidence to support the Diagnosis; and
- (3) a Physician is treating the Insured Person for Cancer and/or Carcinoma in Situ.

COMA means a Diagnosis that the Insured Person is in a state of unconsciousness from which the Insured Person cannot be aroused, in which external stimulation will produce no more than primitive avoidance reflexes, and that this state has persisted continuously for at least 96 hours. The Diagnosis must be by a Physician who is a board certified neurologist. Coma as a result of a Stroke is excluded. (Stroke is covered under a separate Specified Critical Illness benefit category).

CORONARY ARTERY BYPASS SURGERY means the first ever open heart surgery, performed after the policy Effective Date, to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as, but not limited to, balloon angioplasty, laser relief, or other nonsurgical procedures. This surgery requires placement of patient on a cardiac-pulmonary bypass machine and must be performed by a Physician who is a board certified cardiothoracic surgeon. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

DATE OF DIAGNOSIS means the date the Diagnosis is established by a Physician, who is a board certified specialist where required under this policy, through the use of pathological, clinical and/or laboratory findings as supported by the Insured Person's medical records. For a procedure, it is the date the Insured Person undergoes the procedure.

DIAGNOSIS and **DIAGNOSED** mean the definitive establishment of the Specified Critical Illness through the use of pathological, clinical and/or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required under this policy.

END STAGE RENAL FAILURE means chronic irreversible failure of both kidneys to function requiring an Insured Person to undergo regular hemodialysis or peritoneal dialysis at least weekly. The Diagnosis of End Stage Renal Failure must be made by a Physician who is a board certified nephrologist.

FIRST EVER DIAGNOSIS OR PROCEDURE means the Diagnosis or procedure is the first time ever in the Insured Person's lifetime they have undergone that specific covered procedure or been Diagnosed with that specific Specified Critical Illness.

HEART ATTACK means the myocardial infarction, coronary thrombosis or coronary occlusion that is diagnosed or treated after the policy Effective Date. The following are not considered as a Heart Attack: congestive heart failure, atherosclerotic heart disease, an EKG change consistent with transient ischemic change, angina, chance finding of EKG changes suggestive of a previous Heart Attack, coronary artery disease or any other dysfunction of the cardiovascular system, or death of the heart muscle coincident with death of an Insured Person from other causes. Diagnosis of a Heart Attack must be positively made by a Physician who is board certified and be based on all of the following criteria: (a) associated new EKG changes consistent with injury; (b) elevation of cardiac enzymes above generally accepted laboratory levels of normal (a diagnostic elevation of Troponin.i or in the case of CPK, a CPK-MB measurement must be used); and (c) confirmatory imaging studies such as thallium scans, MUGA scans or stress echocardiograms.

HEART VALVE REPLACEMENT/REPAIR SURGERY means undergoing open heart surgery to replace or repair one or more valves. The surgery must be deemed medically necessary and performed by a Physician who is a board certified cardiologist or cardiovascular surgeon.

IMMEDIATE FAMILY means anyone related to an Insured Person in the following manner: the Spouse, father (including stepfather), mother (including stepmother), sons (including stepsons), daughters (including stepdaughter), brothers or sisters (including stepbrothers or stepsisters), grandchildren, or father-in-law or mother-in-law of any Insured Person.

INSURED PERSON means any of the following, unless excluded from coverage:

- (1) the Named Insured;
- (2) any eligible Spouse or Child(ren), as defined and whose coverage has become effective and such coverage has not been terminated

MAJOR ORGAN TRANSPLANT means a surgery in which an Insured Person receives, from a suitable donor and in accordance with generally accepted medical procedures, as a result of a surgical transplant, one or more of the following organs: liver, kidney, heart, heart-lung, or pancreas. In order for the Major Organ Transplant to be covered under this policy, the Insured Person must be registered by the United Network for Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP). **It does not include transplants involving mechanical or non-human organs.**

NAMED INSURED means the primary person accepted for coverage by Us, is described in the application and has completed and signed the application.

PARALYSIS means spinal cord injuries occurring after the policy Effective Date resulting in permanent, complete, total and irreversible loss of use of two (2) or more limbs (paraplegia or quadriplegia) for a continuous period of at least thirty (30) days. Paralysis must be positively diagnosed by a Physician who is a board certified neurologist. Limb is defined as a complete arm or leg. Paralysis as a result of Stroke is excluded. (Stroke is covered under a separate benefit.)

PATHOLOGICAL DIAGNOSIS means a Diagnosis of Cancer or Carcinoma in Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

PHYSICIAN means a practitioner of the healing arts duly licensed, practicing in the United States and legally qualified to treat Sickness or Injuries. Such person must not be the Insured Person, an Insured Person's Immediate Family member or a business associate. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required by this policy. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians.

PRE-EXISTING CONDITION means a condition Diagnosed or for which medical advice or treatment was recommended by or received from a Physician within the twelve (12) months prior to the Effective Date of the policy.

SEVERE BURNS means a Diagnosis that the Insured Person has sustained third degree burns covering at least 20% of the surface area of the body. The Diagnosis must be made by a Physician who is board certified as a General Surgeon or Plastic Surgeon.

SICKNESS means an illness or disease incurred by an Insured Person which first manifests itself after the Effective Date and while this policy is in force.

SKIN CANCER means basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, mycosis fungoids or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

SPECIFIED CRITICAL ILLNESS means those conditions specified within this policy for which benefits may be payable.

SPOUSE means the person who is lawfully married and named on the application as the Spouse to be insured at the time You first applied for this coverage, or who was added at a later date. There may never be more than one Spouse insured at any given time.

STROKE means an acute cerebral vascular accident (due to rupture or acute occlusion of a cerebral artery) producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit, positively diagnosed by a Physician, persisting for at least thirty (30) days. This definition of stroke shall specifically exclude Transient Ischemic Attacks, attacks of Vertebrobasilar Ischemia, head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits. The Diagnosis must be made by a Physician who is a board certified neurologist.

PART 2: EFFECTIVE DATE

EFFECTIVE DATE FOR COVERAGE: The Effective Date of Your policy is shown on the Policy Schedule Page located on Page 3. We will pay benefits provided by this policy for Accidental Injury or Sickness that happens to an Insured Person after the Effective Date if Your policy is in force at that time.

PART 3: ELIGIBILITY

The Named Insured may select from three Coverage Types.

COVERAGE TYPES: The type of coverage issued is shown on the Policy Schedule Page, located on Page 3.

- (1) Individual Coverage means only the Named Insured shown on the Policy Schedule Page is covered.
- (2) One Parent Coverage means that only the Named Insured and eligible Child(ren) as of the Effective Date are covered.
- (3) Family Coverage means only the Named Insured, the Spouse of the Named Insured, and eligible Child(ren), as of the Effective Date are covered.

PERSONS WHO BECOME ELIGIBLE AFTER THE EFFECTIVE DATE: If this policy is issued as Individual Coverage, there is no coverage for family members. If You marry and wish to provide coverage for Your Spouse, then You must complete an application and pay the additional premium required for Family Coverage. If this policy is issued as Individual Coverage and You wish to add a Child(ren) as defined in the policy, You must complete an application for a One Parent policy and pay any required additional premium.

AUTOMATIC COVERAGE OF NEWBORN OR ADOPTED CHILD(REN): Any Child born to or adopted by the Named Insured while this policy is in force as One Parent Coverage or Family Coverage is automatically covered from:

- (1) The moment of birth for a newborn Child; or
- (2) The earlier of the date of placement for the purpose of adoption or the date of the entry of an order granting the adoptive parent custody of the Child;

If this policy is issued as either One Parent Coverage or Family Coverage, We do not require an additional premium for such Child, the coverage for a newly adopted Child is effective upon the earlier of the date of placement for the purpose of adoption or the date of the entry of an order granting the adoptive parent custody of the Child. Such Child is exempt from the Waiting Period. Coverage will continue for the Child unless the placement is disrupted prior to the legal adoption and the Child is removed from placement. We must receive written notification within thirty-one (31) days after the adoption of the Child in order to have the coverage continue beyond the thirty-one (31) day period.

PART 4: BENEFITS PROVIDED BY THIS POLICY

SPECIFIED CRITICAL ILLNESS BENEFIT: We will pay You a benefit if an Insured Person receives a First Ever Diagnosis or Procedure from a Physician for one of the Specified Critical Illnesses shown in the chart below and subject to the following conditions:

- (1) Diagnosis must be made within the United States; and
- (2) the Date of Diagnosis or procedure shall occur while the Insured Person is covered by this policy; and
- (3) payment shall be precluded by any general or specific exclusion, limitation or reduction set forth in or attached to this policy (including, without limitation, the exclusion for any Pre-existing Condition) or any failure by the Insured Person to meet any condition precedent.

The amount payable for each Specified Critical Illness within a category is the percentage times the Specified Critical Illness Benefit Amount shown on the Policy Schedule Page. The percentage of the Benefit Amount payable for each Specified Critical Illness is shown beside the illness in the chart below.

The maximum total percentage of the Specified Critical Illness Benefit Amount payable per category of Specified Critical Illnesses is shown in the last column of the chart below.

Category	Specified Critical Illness	Percentage of Benefit Amount Payable for each Specified Critical Illness	Maximum Percentage of Benefit Amount for Category
Category 1	Cancer	100%	100%
	Carcinoma in Situ*	25%	
Category 2	Heart Attack	100%	100%
	Major Organ Transplant – heart or combination transplant including heart	100%	
	Stroke	100%	
	Coronary Artery Bypass Surgery*	25%	
	Aortic Surgery*	25%	
	Heart Valve Replacement/Repair Surgery*	25%	
	Angioplasty*	10%	
Category 3	Coma – not as a result of Stroke	100%	100%
	End Stage Renal Failure	100%	
	Major Organ Transplant – other than heart	100%	
	Paralysis – not as a result of Stroke	100%	
	Blindness	100%	
	Severe Burns	100%	

*We will pay the benefit for Coronary Artery Bypass Surgery, Angioplasty, Aortic Surgery, Heart Valve Replacement/Repair Surgery, and Carcinoma in Situ only once in an Insured Person's lifetime.

If a percentage of the Specified Critical Illness Benefit Amount for one Specified Critical Illness within a category in the chart above is paid and the Insured Person then becomes eligible for benefits for another Specified Critical Illness within the same category, the amount payable for the subsequent Specified Critical Illness is the lesser of the percentage amount payable or 100% minus the percentage of the Specified Critical Illness Benefit Amount received for all previous Specified Critical Illnesses in that category.

After payment of 100% of the Specified Critical Illness Benefit Amount shown on the Policy Schedule Page for an Insured Person within a category in the chart above, We will not pay any additional benefits for any additional Specified Critical Illness in that same category for the same insured.

If benefits have been paid for a Specified Critical Illness within one category, no benefits will be payable for a subsequent Specified Critical Illness within a different category unless the Date of Diagnosis of the subsequent Specified Critical Illness is separated by at least 180 days from the Date of Diagnosis of the immediately preceding Specified Critical Illness.

If the Date of Diagnosis of two or more Specified Critical Illnesses is the same day, We will pay only one Specified Critical Illness benefit. We will pay the larger of the Specified Critical Illness benefits Diagnosed on the same day.

No benefits are payable for conditions other than the Specified Critical Illnesses defined in this policy. Payment of Specified Critical Illness benefits is subject to all terms and conditions of this policy.

REDUCTION SCHEDULE: The Benefit amount for a First Ever Diagnosis of Cancer or Carcinoma in Situ shall be reduced during the first thirty (30) days immediately following the Effective Date of the policy. The reduced Benefit Amount for Cancer will be 10% of the benefit amount shown on the Policy Schedule Page. The reduced Benefit Amount for Carcinoma in Situ will be 2.5% of the Benefit Amount shown on the Policy Schedule Page.

In the event a benefit is paid for Cancer or Carcinoma in Situ within the first 30 days following this policy's Effective Date or last Reinstatement Date, coverage for Category 1 will end for the applicable Insured Person.

PART 5: EXCLUSIONS AND LIMITATIONS

PRE-EXISTING CONDITION(S): The benefits of this Policy will not be payable during the first twelve (12) months that coverage is in force with respect to an Insured Person for any loss caused by Pre-Existing Condition(s). This 12-month period is measured from the Effective Date of coverage for each Insured Person.

EXCLUSIONS – WHAT WE WILL NOT PAY FOR: This Policy only pays for loss resulting from covered conditions, as defined in this Policy: THIS POLICY DOES NOT COVER:

- (1) intentionally self-inflicted Injury or Sickness;
- (2) suicide or attempted suicide, while sane or insane;
- (3) treatment of Mental or Nervous Disorders without demonstrable organic disease, alcoholism or chemical dependency;
- (4) loss that begins prior to the Effective Date of coverage;
- (5) care and treatment received outside the United States or its territories;
- (6) Injuries or Sickness due to an act of declared or undeclared war;
- (7) any Injury or Sickness sustained or contracted due to an Insured Person's being intoxicated, as determined and defined by the laws and jurisdiction of the geographical area in which the Injury or Sickness or cause of Injury or Sickness was incurred, or under the influence of any narcotic unless administered under the advice of a physician. The Insured Person's alcohol or narcotic impairment must be the cause or contributing cause of his or her Injury or Sickness, irrespective of whether the Injury or Sickness occurred while the Insured Person was driving a motor vehicle or engaged in any other activity;

- (8) any Injury or Sickness incurred while committing or attempting to commit a felony or engaging in an illegal occupation or activity;
- (9) Injuries or Sickness due to participation in any sport or sporting activity for wage, compensation or profit;
- (10) Injuries or Sickness due to operating, learning to operate, serving as a crew member of or jumping or falling from any aircraft. Aircraft includes those which are not motor-driven;
- (11) Injury or Sickness as a result of engaging in hang gliding, bungee jumping, parachuting, sailgliding, parakiting, or hot air ballooning;
- (12) Injuries or Sickness due to riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- (13) any illness specifically excluded from the definition of any Specified Critical Illness, or as specifically described in any exclusionary endorsement issued with this Policy.

PART 6: PREMIUM PAYMENTS AND REINSTATEMENT

INITIAL: This policy is issued based on the application, Our underwriting requirements and payment of the initial premium. The policy begins on the Effective Date shown on the Policy Schedule Page. All periods of insurance will begin and end at 12:01 a.m., at the place where You live.

RENEWAL: All renewal premiums must be paid in consecutive terms. They shall be paid by modes currently offered by Us. Renewal premiums are payable to Us. Premiums must be paid on or before the date due or before the end of the grace period. If this policy should lapse, the payment of a premium will reinstate this policy only as provided in the reinstatement provision in this section.

GRACE PERIOD: A grace period of thirty-one (31) days will be granted for the payment of each premium, falling due after the first premium. This policy will continue in force during the grace period. If the premium due is not paid during the grace period, the policy will terminate coverage at the end of the period for which premiums were paid.

LAPSE AND REINSTATEMENT: If the renewal premium is not paid within the grace period, this policy will terminate on the first premium due date for which premium was not paid. If the policy terminates, Our acceptance of a premium payment without requiring an application for reinstatement will reinstate this policy. Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

If We require an application for reinstatement and issue a conditional receipt, this policy will be reinstated upon Our approval of the reinstatement application. If We do not notify You in writing of Our prior approval or disapproval, this policy will automatically be reinstated on the forty-fifth (45th) day following the date of the conditional receipt.

The reinstated policy shall cover losses resulting from such Accidental Injury as may be sustained after the date of reinstatement. The reinstated policy shall also cover Specified Critical Illness due to a Sickness as may begin more than 10 days after the reinstatement date, subject to the Specified Critical Illness Benefit Reduction Schedule. In all other respects, Your rights and Ours will remain the same, subject to any restrictions attached in connection with the reinstatement.

PART 7: TERMINATION PROVISIONS

TERMINATION OF AN INSURED PERSON'S COVERAGE: Coverage under this Policy will terminate on the earliest of:

- (1) the date premiums are not received when due, subject to the Grace Period provision;
- (2) the date You specify in Your written request for termination;
- (3) the first premium due date following an Insured Person's 75th birthday; or
- (4) when 100% of the Benefit Amount has been paid for each Specified Critical Illness benefit category.

INSURED CHILD TERMINATION OF COVERAGE: An Insured Child shall cease to be covered on the premium due date on or next following the earlier of such Child's:

- (1) nineteenth (19th) birthday; or twenty-sixth (26th) birthday if a full-time student; or
- (2) date of marriage.

The coverage of an Insured Child will not terminate if the Child is both: (a) incapable of self-sustaining employment because of mental retardation or physical handicap; and (b) currently dependent upon the Insured for support and maintenance. If a claim is denied under this policy for the stated reason that the Child has attained the limiting age for an Insured Child specified in this policy, the burden is on the Insured to establish that the Child is and has continued to be handicapped and dependent as defined. Proof of continued incapacity and dependency must be furnished at Our request, but not more frequently than annually, unless such information is requested as a part of Our claim processing.

SPOUSE TERMINATION OF COVERAGE: If this policy is issued as Family Coverage, coverage of the Named Insured's Spouse shall cease on the premium due date on or next following Our receipt of written notice of a valid judgment of dissolution of marriage, or legal separation and a copy of that order.

CONVERSION POLICY: An Insured Person may apply for a policy (hereinafter called Conversion Policy) if coverage under this policy ends as set forth in the Insured Child Termination of Coverage provision or the Spouse Termination of Coverage provision. The Conversion Policy will be issued without proof of good health, subject to the following conditions:

- (1) A written application for the Conversion Policy is sent to Us no later than 31 days after the date on which such person's coverage under this policy ends. The Effective Date of the Conversion Policy shall be the date the application is accepted by Us. The premium for the Conversion Policy will be the premium payable on the Effective Date of the Conversion Policy for the form and amount of coverage provided.
- (2) The Conversion Policy will be on a form currently in use by Us. It will provide coverage similar to the coverage provided under this policy.
- (3) The Conversion Policy may exclude any condition excluded by this policy with respect to the Insured at the time of the termination of the Insured Person's coverage. We will not pay benefits under the Conversion Policy for expenses incurred while the Insured Person's coverage under this policy is in force.
- (4) If any Specified Critical Illness benefits have been paid to the covered Spouse or Child(ren), such condition(s) will be excluded from coverage under the Conversion Policy.

DISCONTINUATION OF COVERAGE DUE TO DEATH OR PAYMENT OF 100% OF THE BENEFIT AMOUNT FOR EACH SPECIFIED CRITICAL ILLNESS BENEFIT CATEGORY: If this policy is issued as One Parent Coverage or Individual Coverage, upon the death of the Named Insured or payment of 100% of the Benefit Amount in each category for the Named Insured, the coverage ceases. Upon the death of the Named Insured, We will refund the pro-rata portion of any premium paid for a period after the Named Insured's death. It will be paid to the Insured's estate or beneficiary.

TRANSFER OF COVERAGE DUE TO DEATH OR PAYMENT OF 100% OF THE BENEFIT AMOUNT FOR EACH SPECIFIED CRITICAL ILLNESS BENEFIT CATEGORY: If this policy is issued as Family Coverage, upon the death of the Named Insured or payment of 100% of the Benefit Amount in each Specified Critical Illness benefit category for the Named Insured, the coverage will be transferred to One Parent Coverage. The Named Insured's Spouse will become the Named Insured.

Termination of coverage because a person ceases to be an Insured is without prejudice to any claim originating prior to termination of coverage.

PART 8: HOW TO FILE A CLAIM

NOTICE OF CLAIM: Written notice of a claim must be given to Us within ninety (90) days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of You to Us, with information sufficient to identify You, will be notice to Us.

CLAIM FORMS: When We receive notice of claim, if additional information is required, We will send You forms for filing proof of loss. If We fail to provide these forms within fifteen (15) days after receipt of notice of claim, We agree You will have met the requirements for filing proof of loss, within the time allowed.

PROOF OF LOSS: Written proof of loss must be furnished to Us within ninety (90) days after the date of loss. Failure to provide written proof will not invalidate nor reduce any claim if it was not reasonably possible to send such proof within the time allowed, provided such proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will any claim be accepted later than one (1) year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: All benefits payable under this policy will be paid immediately upon Our receipt of due written Proof of Loss.

PAYMENT OF CLAIMS: Unless otherwise assigned by You, all benefits payable under this policy will be payable to You during Your lifetime and, any accrued benefits unpaid at Your death will be paid to the designated Beneficiary, if any, otherwise to Your estate. If benefits are payable to Your estate, We may pay benefits up to \$1,000 to someone related to You by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PART 9: GENERAL INFORMATION

The provisions of the policy set out Your rights and obligations as a policyowner and Our rights and obligations as Your insurance company.

ENTIRE CONTRACT: This policy, including the application, the riders, the endorsements, the amendments and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid unless approved by an executive officer of the insurance company in writing. Such officer's approval must be endorsed hereon and attached hereto. No agent has authority to change this policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After two (2) years from the Effective Date of this policy, no misstatements, except fraudulent misstatements, made by You in the application for the policy shall be used to void the policy or to deny a claim for loss incurred after the expiration of the two (2) year period.

No claim for loss incurred that starts after twelve (12) months from the Effective Date of this policy will be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the Effective Date of coverage of this policy.

CHANGE OF BENEFICIARY: Unless You make an irrevocable designation of beneficiary, You reserve the right to change a beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries or to any other changes in this policy.

MISSTATEMENT OF AGE: If You or Your Spouse's age has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age. If according to the correct age, the coverage would not have become effective, Our liability shall be limited to the refund of all premiums paid for the period not covered.

CONFORMITY WITH STATE STATUTES AND/OR INSURANCE REGULATIONS: Any provision of this policy, which, on its Effective Date, is in conflict with the statutes, and/or insurance regulations of the State where You reside is hereby amended to conform to the minimum requirements of such statutes and/or regulations.

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought to recover on this policy more than three (3) years after the time written Proof of Loss is required to be furnished.

PHYSICAL EXAMINATION AND AUTOPSY: We, at Our own expense, have the right and opportunity to examine any Insured Person when and as often as We may reasonably require during the pendency of a claim and to make an autopsy in case of death where it is not forbidden by law.

CANCELLATION: You may cancel this policy at any time by notifying Us. Your cancellation will be effective upon receipt of Your notice or on such later date as may be specified in such notice. Cancellation will be without prejudice to any claim originating prior to the effective date of cancellation.

REFUND OF UNEARNED PREMIUM: If an Insured Person dies, any premium paid to Us on behalf of the deceased for a period after the date of such death will be refunded on a pro-rata basis. Notice of death should be sent to Us within 12 months, or as soon as reasonably possible, after an Insured Person has died.



[P.O. Box 559004, Austin, TX 78755-9004]
Toll Free: [800-663-6752]

HOSPITAL INDEMNITY BENEFIT RIDER

PLEASE READ THIS RIDER CAREFULLY. The effective date of this rider is the Effective Date of the policy, unless otherwise indicated. _____.

This rider is added to and made a part of the policy to which it is attached. It is issued in consideration of the statements made in the application and the payment of the premium as shown on the Policy Schedule Page, or as shown by endorsement. All definitions, provisions, terms, conditions, exclusions and limitations of the policy apply to this rider unless changed by this rider.

PART 1: DEFINITIONS

COMPLICATIONS OF PREGNANCY means a Sickness:

- (1) that requires Hospital Confinement;
- (2) whose diagnosis is distinct from pregnancy; and
- (3) that is adversely affected by pregnancy or is caused by pregnancy.

These complications include:

- (1) acute nephritis, nephrosis, cardiac decompensation, missed abortion, eclampsia, intrauterine fetal growth retardation;
- (2) hyperemesis gravidarum;
- (3) spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible;
- (4) ectopic pregnancy that is terminated; or
- (5) similar medical and surgical conditions or like seriousness.

Complications of Pregnancy do not include: false labor; occasional spotting; rest that a physician prescribes during pregnancy; morning sickness; elective cesarean section; elective abortion; or similar conditions that occur with a difficult pregnancy but are not medically classified as a distinct Complication of Pregnancy.

CONFINED AND/OR CONFINEMENT means Confinement as a resident Inpatient in a Hospital because of Sickness or Injury. A physician must recommend and supervise the confinement. Only days for which a room and board charge is made can be counted.

HOSPITAL means an institution operating under the laws of the state where it is located. It provides medical, diagnostic or surgical services, either on its premises or in facilities available to the Hospital on a contractual, prearranged basis, for the care and treatment of sick or injured persons. Such treatment is rendered on the advice and under the supervision of a staff of one or more duly licensed physicians. It provides 24-hour nursing service by or under the supervision of registered, graduate, professional nurses (R.N.'s).

INJURY means an accidental bodily injury sustained by an Insured Person which is the direct result of an accident, independent of disease or bodily infirmity or any other cause, and that occurs while this rider is in force.

INPATIENT means an overnight resident patient of a Hospital charging daily room and board.

INTENSIVE CARE UNIT means a specially designated area of a hospital that provides the highest level of medical care. Care must be restricted to those patients who are critically ill or critically injured. It must be separate and apart from the surgical recovery room and other rooms, wards, or beds normally used for patient confinement. It must also meet these additional requirements.

- (1) it is provided with constant and continuous nursing care by Nurses assigned to it on a full time basis; and
- (2) it is under the full time direction and/or supervision of either a physician or a standing committee of the hospital's medical staff, and
- (3) it contains special life saving equipment.

Intensive Care Unit includes intensive cardiac and coronary care units, neonatal units, and burn intensive care units if such units meet the requirements in this definition. However, the following do not qualify as an Intensive Care Unit.

- (1) Progressive Care Units; or
- (2) Sub-acute Intensive Care Units, or
- (3) Intermediate Care Units; or
- (4) Step-down Units; or
- (5) Private rooms with monitoring; or
- (6) Any other lesser care units.

MAXIMUM BENEFIT PERIOD means the period of time during which the Hospital Indemnity Benefit is payable for one (1) Period of Confinement. The Maximum Benefit Period is shown on the Policy Schedule Page.

PERIOD OF CONFINEMENT begins with the first day of Confinement in a Hospital because of a covered Sickness, Injury or Complication of Pregnancy and ends when an Insured Person has been out of the Hospital and not Confined to any other medical or skilled nursing facility for sixty (60) consecutive days.

PRE-EXISTING CONDITION means an Injury or Sickness that was diagnosed, or for which diagnosis, medical advice or treatment was recommended by or received from a physician, or for which signs or symptoms existed which would have caused an ordinarily prudent person to have sought diagnosis, advice or treatment within the twelve (12) months prior to the effective date of this rider.

SICKNESS means an illness or disease incurred by an Insured Person which first manifests itself after the Effective Date and while this rider is in force.

PART 2: BENEFITS PROVIDED BY THIS RIDER

We will pay the Hospital Indemnity Benefit amount shown on the Policy Schedule Page for each day that an Insured Person is confined to a Hospital as an Inpatient. We will pay two (2) times the Hospital Indemnity Benefit amount for each day an Insured Person is confined to the Intensive Care Unit as an Inpatient. For benefits to be payable, the Hospital Confinement must:

- (1) be due to an Injury, Sickness, or Complication of Pregnancy; and
- (2) begin while this rider is in force for an Insured Person; and
- (3) be for at least twenty-four (24) hours; and
- (4) be at the direction of and under the supervision of a physician.

Benefits will not be payable beyond a Maximum Benefit Period of thirty (30) days for any one (1) Period of Confinement. The Hospital Indemnity Benefit and the thirty (30) day Maximum Benefit Period are shown on the Policy Schedule Page.

PART 3: EXCLUSIONS AND LIMITATIONS

PRE-EXISTING CONDITION(S): The benefits of this Rider will not be payable during the first twelve (12) months that coverage is in force with respect to an Insured Person for a loss caused by Pre-Existing Condition(s). This 12-month period is measured from the Rider Effective Date of coverage for each Insured Person.

EXCLUSIONS – WHAT WE WILL NOT PAY FOR:

In addition to the Exclusions in the policy this rider is attached to, We will not cover Hospital Confinements or other losses for:

- (1) The following conditions if they are diagnosed within six months after the Effective Date unless Confinement is on an emergency basis: a hernia, adenoids, tonsils, varicose veins, hemorrhoids, disorder of the reproductive organs, or elective sterilization;
- (2) Routine pregnancy; however, Complications of Pregnancy will be considered the same as any other Sickness;
- (3) An elective abortion;
- (4) Dental treatment unless due to Injury;
- (5) Treatment for which no charges are made by the provider of same;
- (6) Cosmetic care, except when the Hospital Confinement is due to medically necessary reconstructive plastic surgery. Medically necessary reconstructive surgery is defined as:
 - a) surgery as the result an injury; or
 - b) surgery to restore a normal bodily function; or
 - c) surgery to improve functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
 - d) breast reconstruction following mastectomy;
- (7) Services which are primarily for rest care, convalescent care or for rehabilitation;
- (8) Treatment in a Hospital outside the United States or its possessions, except for emergency care for acute onset of Sickness or accidental Injury sustained while traveling for business or pleasure; or
- (9) Any Injury or Sickness paid for under any state or federal Worker's Compensation, Employer's Liability Law or similar law.

PART 4: TERMINATION PROVISIONS

This rider terminates on the earliest of the following:

- (1) the date the policy terminates;
- (2) when You fail to pay the required premium within its grace period;
- (3) the premium due date on or next following the date we receive Your written request to terminate this rider.

Termination of Your policy will not affect any claim for covered benefits that begin before termination.

PART 5: REINSTATEMENT

If You apply for reinstatement of the policy, You may apply to reinstate this rider at the same time.

Signed for Loyal American Life Insurance Company at its office in Austin, Texas.



SECRETARY



PRESIDENT



[P.O. Box 559004, Austin, TX 78755-9004]
Toll Free: [800-663-6752]

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT RIDER

PLEASE READ THIS RIDER CAREFULLY. The effective date of this rider is the Effective Date of the policy, unless otherwise indicated _____.

This rider is added to and made a part of the policy to which it is attached. It is issued in consideration of the statements made in the application and the payment of the premium as shown on the Policy Schedule Page, or as shown by endorsement. It is subject to all the definitions, provisions, terms, conditions, exclusions and limitations of the policy which are not inconsistent with the provisions of this rider.

PART 1: DEFINITIONS

COVERED ACCIDENT: means a sudden, unexpected and unintended event which causes an Injury or Injuries to an Insured Person, occurs while this policy is in force for the Insured Person and is not excluded in this rider or the policy to which this rider is attached.

INJURY means an accidental bodily Injury sustained by an Insured Person which is the direct result of an accident, independent of disease or bodily infirmity or any other cause, and that occurs while this policy is in force.

BENEFIT AMOUNT means the amount We will pay for an Accidental Death or Dismemberment as shown on the Policy Schedule Page.

PART 2: BENEFITS PROVIDED BY THIS RIDER

TABLE OF BENEFITS

In the Event of Loss of:

Life
One Eye, Hand, Foot, Arm or Leg
More Than One Eye, Hand, Foot, Arm or Leg

The Benefit Will Be:

100% of the Benefit Amount
10% of the Benefit Amount
20% of the Benefit Amount

ACCIDENTAL DEATH BENEFIT:

We will pay the Benefit Amount shown on the Policy Schedule Page if an Insured Person suffers loss of life due to Injuries received in a Covered Accident. The loss must occur no later than ninety (90) days after the date of the Covered Accident. Payment of the applicable benefit amount will be subject to the Limit on Payment of Benefit Amount.

ACCIDENTAL DISMEMBERMENT BENEFIT:

We will pay a percentage of the Benefit Amount shown on the Policy Schedule Page if an Insured Person suffers loss of sight or limb(s) due to injuries received in a Covered Accident. The loss must occur no later than ninety (90) days after the date of the Covered Accident. The loss of hand or foot means the complete severance at or above the wrist or ankle joint. Loss of eye means total and irrecoverable sight. Payment of the applicable benefit amount will be subject to the Limit on Payment of Benefit Amount.

LIMIT ON PAYMENT OF BENEFIT AMOUNT:

The total amount payable under this benefit for all losses resulting from any one Covered Accident shall not exceed the amount payable for loss of life. The amount will not exceed the applicable Benefit Amount, shown on the Policy Schedule Page, for the Insured Person suffering multiple losses. If an Insured Person suffers multiple losses under subsequent Covered Accidents, the amount payable for all subsequent Covered Accidents will not exceed the applicable Benefit Amount, shown on the Policy Schedule Page.

PART 3: TERMINATION PROVISIONS

This rider terminates on the earliest of the following:

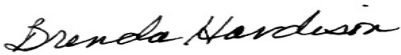
- (1) the date the policy terminates;
- (2) when You fail to pay the required premium within its grace period;
- (3) the premium due date on or next following the date we receive Your written request to terminate this rider.

If an Insured Person receives 100% of their Benefit Amount from this rider, coverage for that Insured Person under this rider will be terminated. This rider will continue to provide coverage for the other Insured Person(s), if any, until the coverage on the last Insured Person terminates.

PART 4: REINSTATEMENT

If You apply for reinstatement of the policy, You may apply to reinstate this rider at the same time.

Signed for Loyal American Life Insurance Company at its office in Austin, Texas.

[]

SECRETARY

[]

PRESIDENT



[P.O. Box 559004, Austin, TX 78755-9004]
Toll Free: [800-663-6752]

RETURN OF PREMIUM BENEFIT RIDER

PLEASE READ THIS RIDER CAREFULLY. The effective date of this rider is the Effective Date of the policy, unless otherwise indicated _____.

This rider is added to and made a part of the policy to which it is attached. It is issued in consideration of the statements made in the application and the payment of the premium as shown on the policy schedule, or as shown by endorsement. It is subject to all the definitions, provisions, terms, conditions, exclusions and limitations of the policy which are not inconsistent with the provisions of this rider.

PART 1: DEFINITIONS

CLAIMS PAID means the total amount of Claims Paid for the policy and any other attached riders on or after the Effective Date of this Return of Premium Benefit Rider.

ORIGINAL PREMIUM means the total amount of premiums received by the Company that You paid for this rider, the policy, the annual policy fee, if applicable, and any other attached benefit riders as of the Rider Effective Date. The Original Premium calculation considers the total amount of premium in effect on the Rider Effective Date and will not include premium increases or benefit increases that may occur for the policy or other such riders after the Rider Effective Date. Original Premium will be adjusted for any benefit decreases that may occur for the policy or other such riders on or after the Rider Effective Date.

RIDER EFFECTIVE DATE means the effective date of this Return of Premium Benefit Rider.

PART 2: BENEFITS PROVIDED BY THIS RIDER

This rider will pay You a Return of Premium Benefit on the Named Insured's 75th birthday or after the policy, any other attached riders and this rider have remained in force for 20 consecutive years beginning with the Rider Effective Date. If this rider is added to the policy after the policy was issued, only the premium paid for the policy on or after the Rider Effective Date will be returned. The Return of Premium Benefit is Original Premium less Claims Paid.

The benefit provided by this rider is payable only once during the entire time that the policy and this rider is in force.

If a payable claim is incurred on a date when the Return of Premium Benefit would otherwise be payable, regardless of whether it has been reported or adjudicated, We will:

- (1) Pay the claim, if it is payable upon the terms of the policy or rider, and then reduce the Return of Premium Benefit by the sum of all Claims Paid; or
- (2) Pay the Return of Premium Benefit, and then reduce the claim by the amount of the Return of Premium benefit; or
- (3) Pay the Return of Premium Benefit if the claim is not payable upon the terms of the Policy or Rider.

PART 3: TERMINATION PROVISIONS

After the benefit of this rider is paid, You may continue the policy and any other attached riders by paying the required premiums as they fall due or within the policy grace period. The premiums for this rider terminate when the benefit it provides is paid.

This rider terminates without value when the total amount of claims paid exceeds the amount of the Return of Premium Benefit. We will adjust premiums appropriately upon termination of this rider.


This Rider also terminates without value whenever the policy to which it is attached terminates. If this rider terminates by reason of non-payment of premium, it is not eligible for reinstatement.

PART 4: ADDITIONAL PROVISIONS

This rider cannot be converted.

The benefits of this rider cannot be assigned.

Signed for Loyal American Life Insurance Company at its office in Austin, Texas.

[]
Secretary

[]
President



[P.O. Box 559004, Austin, TX 78755-9004]
Toll Free: [800-663-6752]

**OUTLINE OF COVERAGE for SPECIFIED CRITICAL ILLNESS
POLICY FORM SERIES
LY-CRI-BA**

**SPECIFIED DISEASE COVERAGE
THIS POLICY PROVIDES LIMITED BENEFITS.**

BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

THIS IS NOT MEDICARE SUPPLEMENT INSURANCE

If you are eligible for Medicare, please review the "Guide to Health Insurance for People with Medicare" which is available from the Company.

1. This coverage is designed only as a supplement to a comprehensive health insurance policy and should not be purchased unless you have this underlying coverage. Persons covered under Medicaid should not purchase it.
2. **READ YOUR POLICY CAREFULLY!** This Outline of Coverage provides a very brief description of the important features of Your policy. This is not the insurance policy and only the actual provisions of the policy will control the rights and obligations of the parties to it. The policy itself sets forth, in detail, those rights and obligations applicable to both You and LOYAL AMERICAN LIFE INSURANCE COMPANY. It is very important therefore, that YOU READ YOUR POLICY CAREFULLY.
3. **SPECIFIED DISEASE COVERAGE** is designed to provide, to persons insured, restricted coverage providing benefits ONLY when certain losses occur as a result of specified diseases. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.
4. **BENEFITS PROVIDED BY THIS POLICY**

SPECIFIED CRITICAL ILLNESS BENEFIT: We will pay You a benefit if an Insured Person receives a First Ever Diagnosis or Procedure from a Physician for one of the Specified Critical Illnesses shown in the chart below and subject to the following conditions:

- (1) Diagnosis must be made within the United States; and
- (2) the Date of Diagnosis or procedure shall occur while the Insured Person is covered by this policy; and
- (3) payment shall be precluded by any general or specific exclusion, limitation or reduction set forth in or attached to this policy (including, without limitation, the exclusion for any Pre-existing Condition) or any failure by the Insured Person to meet any condition precedent.

The amount payable for each Specified Critical Illness within a category is the percentage times the Specified Critical Illness Benefit Amount shown on the Policy Schedule Page. The percentage of the Benefit Amount payable for each Specified Critical Illness is shown beside the illness in the chart below.

The maximum total percentage of the Specified Critical Illness Benefit Amount payable per category of Specified Critical Illnesses is shown in the last column of the chart below.

Category	Specified Critical Illness	Percentage of Benefit Amount Payable for each Specified Critical Illness	Maximum Percentage of Benefit Amount for Category
Category 1	Cancer	100%	100%
	Carcinoma in Situ*	25%	
Category 2	Heart Attack	100%	100%
	Major Organ Transplant – heart or combination transplant including heart	100%	
	Stroke	100%	
	Coronary Artery Bypass Surgery*	25%	
	Aortic Surgery*	25%	
	Heart Valve Replacement/Repair Surgery*	25%	
	Angioplasty*	10%	
Category 3	Coma – not as a result of Stroke	100%	100%
	End Stage Renal Failure	100%	
	Major Organ Transplant – other than heart	100%	
	Paralysis – not as a result of Stroke	100%	
	Blindness	100%	
	Severe Burns	100%	

*We will pay the benefit for Coronary Artery Bypass Surgery, Angioplasty, Aortic Surgery, Heart Valve Replacement/Repair Surgery, and Carcinoma in Situ only once in an Insured Person's lifetime.

If a percentage of the Specified Critical Illness Benefit Amount for one Specified Critical Illness within a category in the chart above is paid and the Insured Person then becomes eligible for benefits for another Specified Critical Illness within the same category, the amount payable for the subsequent Specified Critical Illness is the lesser of the percentage amount payable or 100% minus the percentage of the Specified Critical Illness Benefit Amount received for all previous Specified Critical Illnesses in that category.

After payment of 100% of the Specified Critical Illness Benefit Amount shown on the Policy Schedule Page for an Insured Person within a category in the chart above, We will not pay any additional benefits for any additional Specified Critical Illness in that same category for the same insured.

If benefits have been paid for a Specified Critical Illness within one category, no benefits will be payable for a subsequent Specified Critical Illness within a different category unless the Date of Diagnosis of the subsequent Specified Critical Illness is separated by at least 180 days from the Date of Diagnosis of the immediately preceding Specified Critical Illness.

If the Date of Diagnosis of two or more Specified Critical Illnesses is the same day, We will pay only one Specified Critical Illness benefit. We will pay the larger of the Specified Critical Illness benefits Diagnosed on the same day.

No benefits are payable for conditions other than the Specified Critical Illnesses defined in this policy. Payment of Specified Critical Illness benefits is subject to all terms and conditions of this policy.

5. EXCLUSIONS AND LIMITATIONS

REDUCTION SCHEDULE: The Benefit amount for a First Ever Diagnosis of Cancer or Carcinoma in Situ shall be reduced during the first thirty (30) days immediately following the Effective Date of the policy. The reduced Benefit Amount for Cancer will be 10% of the benefit amount shown on the Policy Schedule Page. The reduced Benefit Amount for Carcinoma in Situ will be 2.5% of the Benefit Amount shown on the Policy Schedule Page.

In the event a benefit is paid for Cancer or Carcinoma in Situ within the first 30 days following this policy's Effective Date or last Reinstatement Date, coverage for Category 1 will end for the applicable Insured Person.

PRE-EXISTING CONDITION means a condition Diagnosed or for which medical advice or treatment was recommended by or received from a Physician within the twelve (12) months prior to the Effective Date of the policy.

PRE-EXISTING CONDITION(S): The benefits of this Policy will not be payable during the first twelve (12) months that coverage is in force with respect to an Insured Person for any loss caused by Pre-Existing Condition(s). This 12-month period is measured from the Effective Date of coverage for each Insured Person.

EXCLUSIONS – WHAT WE WILL NOT PAY FOR: This Policy only pays for loss resulting from covered conditions, as defined in this Policy: THIS POLICY DOES NOT COVER:

- (1) intentionally self-inflicted Injury or Sickness;
- (2) suicide or attempted suicide, while sane or insane;
- (3) treatment of Mental or Nervous Disorders without demonstrable organic disease, alcoholism or chemical dependency;
- (4) loss that begins prior to the Effective Date of coverage;
- (5) care and treatment received outside the United States or its territories;
- (6) Injuries or Sickness due to an act of declared or undeclared war;
- (7) any Injury or Sickness sustained or contracted due to an Insured Person's being intoxicated, as determined and defined by the laws and jurisdiction of the geographical area in which the Injury or Sickness or cause of Injury or Sickness was incurred, or under the influence of any narcotic unless administered under the advice of a physician. The Insured Person's alcohol or narcotic impairment must be the cause or contributing cause of his or her Injury or Sickness, irrespective of whether the Injury or Sickness occurred while the Insured Person was driving a motor vehicle or engaged in any other activity;
- (8) any Injury or Sickness incurred while committing or attempting to commit a felony or engaging in an illegal occupation or activity;
- (9) Injuries or Sickness due to participation in any sport or sporting activity for wage, compensation or profit;

- (10) Injuries or Sickness due to operating, learning to operate, serving as a crew member of or jumping or falling from any aircraft. Aircraft includes those which are not motor-driven;
- (11) Injury or Sickness as a result of engaging in hang gliding, bungee jumping, parachuting, sailgliding, parakiting, or hot air ballooning;
- (12) Injuries or Sickness due to riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- (13) any illness specifically excluded from the definition of any Specified Critical Illness, or as specifically described in any exclusionary endorsement issued with this Policy.

6. TERMS UNDER WHICH THE POLICY MAY BE CONTINUED IN FORCE OR DISCONTINUED

GUARANTEED RENEWABLE TO AGE 75: This policy is guaranteed renewable to age 75. The Company reserves the right to adjust future premiums on a premium class basis.

7. OPTIONAL BENEFIT RIDERS (Additional Premium Required) - A checkmark in any of the boxes below indicates that You have selected the following optional coverage(s):

☐ **HOSPITAL INDEMNITY BENEFIT RIDER (Form Number LY-HOS-RD)** – We will pay the Hospital Indemnity Benefit amount shown on the Policy Schedule Page for each day that an Insured Person is confined to a Hospital as an Inpatient. We will pay two (2) times the Hospital Indemnity Benefit amount for each day an Insured Person is confined to the Intensive Care Unit as an Inpatient. For benefits to be payable, the Hospital Confinement must:

- (1) be due to an Injury, Sickness, or Complication of Pregnancy; and
- (2) begin while this rider is in force for an Insured Person; and
- (3) be for at least twenty-four (24) hours; and
- (4) be at the direction of and under the supervision of a physician.

Benefits will not be payable beyond a Maximum Benefit Period of 30 days for any one (1) Period of Confinement. The Hospital Indemnity Benefit and the 30 day Maximum Benefit Period are shown on the Policy Schedule Page.

PRE-EXISTING CONDITION means an Injury or Sickness that was diagnosed, or for which diagnosis, medical advice or treatment was recommended by or received from a physician, or for which signs or symptoms existed which would have caused an ordinarily prudent person to have sought diagnosis, advice or treatment within the twelve (12) months prior to the effective date of this rider.

PRE-EXISTING CONDITION(S): The benefits of this Rider will not be payable during the first twelve (12) months that coverage is in force with respect to an Insured Person for a loss caused by Pre-Existing Condition(s). This 12-month period is measured from the Rider Effective Date of coverage for each Insured Person.

EXCLUSIONS - In addition to the Exclusions in the policy. We will not cover Hospital Confinements or other losses for:

- (1) The following conditions if they are diagnosed within six months after the Effective Date unless Confinement is on an emergency basis: a hernia, adenoids, tonsils, varicose veins, hemorrhoids, disorder of the reproductive organs, or elective sterilization;
- (2) Routine pregnancy; however, Complications of Pregnancy will be considered the same as any other Sickness;
- (3) An elective abortion;
- (4) Dental treatment unless due to Injury;
- (5) Treatment for which no charges are made by the provider of same;
- (6) Cosmetic care, except when the Hospital Confinement is due to medically necessary reconstructive plastic surgery. Medically necessary reconstructive surgery is defined as:
 - a) surgery as the result an injury; or
 - b) surgery to restore a normal bodily function; or
 - c) surgery to improve functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
 - d) breast reconstruction following mastectomy;
- (7) Services which are primarily for rest care, convalescent care or for rehabilitation;
- (8) Treatment in a Hospital outside the United States or its possessions, except for emergency care for acute onset of Sickness or accidental Injury sustained while traveling for business or pleasure; or
- (9) Any Injury or Sickness paid for under any state or federal Worker's Compensation, Employer's Liability Law or similar law.

☐ **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER**
(Form Number LY-ADD-RD)

TABLE OF BENEFITS

In the Event of Loss of:

Life
One Eye, Hand, Foot, Arm or Leg
More Than One Eye, Hand, Foot, Arm or Leg

The Benefit Will Be:

100% of the Benefit Amount
10% of the Benefit Amount
20% of the Benefit Amount

ACCIDENTAL DEATH BENEFIT:

We will pay the Benefit Amount shown on the Policy Schedule Page if an Insured Person suffers loss of life due to Injuries received in a Covered Accident. The loss must occur no later than ninety (90) days after the date of the Covered Accident. Payment of the applicable benefit amount will be subject to the Limit on Payment of Benefit Amount.

ACCIDENTAL DISMEMBERMENT BENEFIT:

We will pay a percentage of the Benefit Amount shown on the Policy Schedule Page if an Insured Person suffers loss of sight or limb(s) due to injuries received in a Covered Accident. The loss must occur no later than ninety (90) days after the date of the Covered Accident. The loss of hand or foot means the complete severance at or above the wrist or ankle joint. Loss of eye means total and irrecoverable sight. Payment of the applicable benefit amount will be subject to the Limit on Payment of Benefit Amount.

LIMIT ON PAYMENT OF BENEFIT AMOUNT:

The total amount payable under this benefit for all losses resulting from any one Covered Accident shall not exceed the amount payable for loss of life. The amount will not exceed the applicable Benefit Amount, shown on the Policy Schedule Page, for the Insured Person suffering multiple losses. If an Insured Person suffers multiple losses under subsequent Covered Accidents, the amount payable for all subsequent Covered Accidents will not exceed the applicable Benefit Amount, shown on the Policy Schedule Page.

- ☐ **RETURN OF PREMIUM RIDER (Form Number LY-ROP-RD)** – This rider will pay You a Return of Premium Benefit on the Named Insured's 75th birthday or after the policy, any other attached riders and this rider have remained in force for 20 consecutive years beginning with the Rider Effective Date. If this rider is added to the policy after the policy was issued, only the premium paid for the policy on or after the Rider Effective Date will be returned. The Return of Premium Benefit is Original Premium less Claims Paid.

The benefit provided by this rider is payable only once during the entire time that the policy and this rider is in force.

If a payable claim is incurred on a date when the Return of Premium Benefit would otherwise be payable, regardless of whether it has been reported or adjudicated, We will:

- (1) Pay the claim, if it is payable upon the terms of the policy or rider, and then reduce the Return of Premium Benefit by the sum of all Claims Paid; or
- (2) Pay the Return of Premium Benefit, and then reduce the claim by the amount of the Return of Premium benefit; or
- (3) Pay the Return of Premium Benefit if the claim is not payable upon the terms of the Policy or Rider.

8. YOUR TOTAL MODAL PREMIUM (At time of application):

COVERAGE: ☐ Individual ☐ One Parent ☐ Family

Critical Illness Insurance Policy	\$	_____
Hospital Indemnity Benefit Rider	\$	_____
Accidental Death and Dismemberment Benefit Rider	\$	_____
Return of Premium Benefit Rider	\$	_____
Total	\$	_____

[Annual Policy Fee] [\$48.00]

\$ _____	+	\$ _____	\$ _____
Modal Policy Premium		Modal Rider Premium	Total Modal Premium

Application is for: ☐ New Business ☐ Reinstatement ☐ Benefit Change PV Case # _____

SECTION 1: APPLICANT'S INFORMATION

Applicant's Name (Please Print)			Sex	Date of Birth			Age	Height	Weight
First	MI	Last		Month	Day	Year			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Mailing Address _____

City _____ State _____ Zip _____

Soc. Sec. # _____ Email Address _____

Employer/Job _____ Title/Duties _____

Daytime Phone (____) _____ Evening Phone (____) _____

Best Time to Call (Provide a 2+ Hour Time Period): From _____ ☐ AM ☐ PM to _____ ☐ AM ☐ PM

☐ Payor or ☐ Owner (if other than Applicant) Payor/Owner Relationship: _____

Payor/Owner Name _____ Mailing Address _____

City _____ State _____ Zip _____

Beneficiary (Full Name) _____ Relationship _____

EMPLOYMENT STATUS

Do you work outside your home a minimum of 30 hours per week?..... ☐ YES ☐ NO

If no, please explain. _____

Have you been actively at work for the last 30 days?..... ☐ YES ☐ NO

If no, please explain. _____

SPOUSE INFORMATION

Name of Spouse	Date of Birth			Ht	Wt	Employer	Job Title	Duties
	Month	Day	Year					
_____	_____	_____	_____	_____	_____	_____	_____	_____

DEPENDENT CHILD(REN) TO BE COVERED

Name of Children	Date of Birth mm/dd/yyyy	Full Time Student?		Name of Children	Date of Birth mm/dd/yyyy	Full Time Student?	
		Yes	No			Yes	No
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	6. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 2: COVERAGE TYPE (Select one of the following)

- ☐ **Family** You, your spouse and your children are applying.
- ☐ **One Parent** You and your children are applying.
- ☐ **Individual** You are applying for yourself only.

SECTION 3: RATE CLASS (Select one of the following)

☐ Non-Tobacco You or your spouse, if applying, **have not** used tobacco within the last five years.

☐ Tobacco You or your spouse, if applying, **have** used tobacco within the last five years

SECTION 4: BENEFIT SELECTION

Critical Illness Benefit Amount\$ [(If applying, Spouse benefit same, Child(ren) benefit is [\$10,000])]

RIDERS

☐ Hospital Indemnity Rider]

☐ \$100/day

☐ \$200/day

☐ \$300/day

☐ \$400/day

☐ \$500/day

☐ \$600/day

☐ \$700/day

☐ \$800/day

☐ \$900/day

☐ \$1,000/day

☐ Accidental Death & Dismemberment Rider]

☐ \$25,000

☐ \$50,000

☐ \$75,000

☐ \$100,000

[(If applying, Child(ren) benefit is [\$25,000])]

☐ Return of Premium Rider]

SECTION 5: EFFECTIVE DATE REQUEST (Select one of the following)

☐ Date of Application

☐ Date of Approval

☐ List Bill (The Effective Date will be determined by Home Office)

☐ Requested Effective Date: (No more than [60] days from date of Application)

SECTION 6: NON-MEDICAL QUESTIONS

6a. Do you or any applicant currently have any Supplemental Critical Illness coverage in force?

YES

NO

If yes, list the name of Company and Policy Number

6b. During the past five years, has any applicant had a Supplemental Critical Illness insurance application postponed, rated up or declined; or had insurance renewal or reinstatement refused?

YES

NO

6c. Is the Insurance applied for here intended to replace any existing or pending accident or sickness insurance?

YES

NO

If yes, complete the provided replacement form, and list the name of Company and Policy Number

6d. Is any applicant eligible for Medicare?

YES

NO

If yes, review the Guide to Health Insurance for People with Medicare which is available from the company.

6e. Is any applicant currently covered by any Title XIX program (Medicaid or any similar names)?

YES

NO

SECTION 7: MEDICAL QUESTIONS

If any question in Section 7 is answered YES, the applicant that it applies to is **not** eligible for coverage.

Complete the following Part(s), based on the type of underwriting available to applicant.

[Modified Guaranteed Issue (MGI): Eligible employee/member and employee/member spouse Part A]

[Simplified Issue (SI): Applicant(s) applying for Critical Illness only Parts A & B]

[Full Underwriting: Applicant(s) applying for Critical Illness and additional Rider Benefits Parts A, B, C & D]

PART A

Please answer the following questions.

7a. Have you or any applicant ever been diagnosed with, treated for, or taken prescription medication for any of the following:

• Internal or blood cancer, Leukemia, Hodgkin's disease, melanoma, malignant tumors, or carcinoma in situ?

• Disease or disorder of the heart, heart attack, CAD (coronary artery disease), heart condition, heart valve disorder, stroke, TIA (transient ischemic attack), paralysis or muscular abnormalities?

• Disease or disorder of the circulatory system, blood clots, or been prescribed three or more medications to be taken concurrently for high blood pressure?

7b. Have you or any applicant ever been advised to have any diagnostic tests related to cancer which have not been completed or for which results have not been received or are other than normal?

7c. Have you or any applicant ever had elevated PSA levels greater than 4.0 or been diagnosed with Dysplasia of the cervix classified as level 3 or 4?

LY-CRI-APP-AR

Page 2 of 4

04/11

PART B

Please answer the following questions.

YES NO

- 7d. Have you or any applicant ever been diagnosed with, treated for, or taken prescription medication for any of the following:
- Chronic Obstructive Pulmonary Disease (COPD), emphysema, pulmonary fibrosis, pulmonary hypertension, diabetes, kidney failure or polycystic disease, chronic kidney disease, connective tissue diseases such as systemic lupus or cystic fibrosis? ☐ ☐
 - Liver disease including cirrhosis or hepatitis (other than type A), alcohol or drug abuse? ☐ ☐
 - Macular Degeneration, Glaucoma or permanent and uncorrectable loss of sight or corrected visual acuity worse than 20/200 in both eyes or do you have a field of vision less than 20 degrees in both eyes? ☐ ☐
- 7e. Within the last six months have you or any applicant had or been advised of the need to have diagnostic tests performed to evaluate symptoms of chest pains, shortness of breath, blackouts, fainting, or dizziness? ☐ ☐
- 7f. Have you or any applicant ever had an Organ transplant, bone marrow transplant or been advised you need a transplant? ☐ ☐
- 7g. Do you or any applicant now have, or at any time have been diagnosed with or received medical advice or treatments from a physician or an appropriately licensed clinical professional acting within his/her scope for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV) Infection? ☐ ☐
- 7h. Have **two or more** of any applicant's natural parents, brothers or sisters, either living or deceased, been diagnosed with the same conditions from the following list:
- Heart disease, stroke, diabetes, kidney disease or breast cancer **prior** to age 60? ☐ ☐
 - Colorectal cancer **prior** to age 75? ☐ ☐
 - Any other same type of cancer in any two relatives described above **prior** to age 55? ☐ ☐

PART C

Complete if applying for Hospital Indemnity Rider in addition to Part A & B.

YES NO

- 7i. Are you or any applicant currently confined in or scheduled for admission to a hospital or nursing facility, or receiving Home Health Care services? ☐ ☐
- 7j. Has any applicant been advised to have surgery that has not been performed? ☐ ☐
- 7k. Does any applicant anticipate having surgery within the next 12 months? ☐ ☐
- 7l. Are you or any applicant bedridden or require the assistance of a wheelchair or walker? ☐ ☐
- 7m. Within the past two years have you or any applicant:
- Been confined to a nursing facility? ☐ ☐
 - Been hospitalized more than two times? ☐ ☐
 - Had any amputation caused by disease? ☐ ☐
- 7n. Are you or any applicant to be insured under this benefit currently pregnant or undergoing infertility treatment? ☐ ☐

PART D

Complete if applying for Accidental Death and Dismemberment Rider in addition to Part A & B

- 7o. Has any applicant been charged with driving under the influence (DUI) of drugs or alcohol within the last ten years? ☐ ☐
- 7p. Have you or any applicant participated in or intend to participate in, and/or is currently participating in piloting, parachuting, sky diving, hang-gliding, motor racing or any other similar hazardous type sport(s) or activity(ies)? ☐ ☐

SECTION 8: PREMIUM PAYMENT METHOD (Select one of the following)Is this a Section 125? ☐ Yes ☐ No (ROP Rider not available for Section 125.)☐ **DIRECT BILL**Premium Mode: ☐ Quarterly] ☐ Semi-Annual] ☐ Annual]☐ **ELECTRONIC FUNDS TRANSFER (BANK DRAFT).** Complete the Electronic Funds Transfer authorization form.Premium Mode: ☐ Monthly] ☐ Quarterly] ☐ Semi-Annual] ☐ Annual]☐ **LIST BILL**Premium Mode: ☐ Monthly] ☐ Quarterly] ☐ Semi-Annual] ☐ Annual] ☐ 26 Pay] ☐ 52 Pay]☐ **CREDIT CARD** Complete the Credit Card Payment authorization form.Premium Mode: ☐ Monthly] ☐ Quarterly] ☐ Semi-Annual] ☐ Annual]

SECTION 9: ADDITIONAL PREMIUM INFORMATION

Modal Premium \$ Payment with Application \$

Please Make Check Payable to: Loyal American Life Insurance Company

SECTION 10: APPLICANT’S STATEMENT AND AGREEMENTS

I hereby apply to Loyal American Life Insurance Company (“the Company”) for insurance for coverage to be issued based upon the truth and completeness of the answers to the above questions, and understand and agree that: (1) No agent has the authority to waive the answer to any questions on the application; (2) No applicant is covered by any Title XIX program (Medicaid or any similar name); (3) No insurance will be effective until (a) my application has been approved by the Company; (b) the initial premium has been paid; and (c) the policy has been issued by the Company; and (4) I have received the Outline of Coverage for the policy applied for and if eligible for Medicare the required Guide to Health Insurance for People with Medicare.

THIS POLICY PROVIDES LIMITED BENEFITS. REVIEW YOUR POLICY CAREFULLY.

FRAUD WARNING: I KNOW THAT ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURER SUBMITS AN APPLICATION FOR INSURANCE CONTAINING FALSE OR DECEPTIVE STATEMENTS MAY BE GUILTY OF INSURANCE FRAUD.

Signature of Applicant (Proposed Named Insured) X Date

Affidavit for Agent’s Use Only: I hereby certify that I have accurately recorded in this application all of the information known to me and as supplied by the applicant. The applicant has read or had read to him or her the completed application. I also certify that this application ☐ **does** ☐ **does not** replace or change any existing critical illness coverage.

☐ I certify that I have provided the Applicant with the documents outlined in the Applicant’s Statements and Agreements. I further certify that I have delivered the documents to the Applicant (check all that apply, must select at least one):

☐ In Person ☐ By Mail ☐ Email ☐ Fax
Date

Was the Application completed by you in the Applicant’s physical presence? ☐ YES ☐ NO

Was the Application completed by you over the phone? ☐ YES ☐ NO

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name of 1 st Agent	Signature of 1 st Agent	Writing Number	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name of 2 nd Agent	Signature of 2 nd Agent	Writing Number	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name of 3 rd Agent	Signature of 3 rd Agent	Writing Number	Percentage

SERFF Tracking Number:	UTAC-127025846	State:	Arkansas
Filing Company:	Loyal American Life Insurance Company	State Tracking Number:	48465
Company Tracking Number:	LY-CRI-BA-AR		
TOI:	H071 Individual Health - Specified Disease - Limited Benefit	Sub-TOI:	H071.001 Critical Illness
Product Name:	CRITICAL ILLNESS		
Project Name/Number:	LY-CRI-BA-AR/LY-CRI-BA-AR		

Rate Information

Rate data applies to filing.

Filing Method:	SERFF
Rate Change Type:	Neutral
Overall Percentage of Last Rate Revision:	0.000%
Effective Date of Last Rate Revision:	
Filing Method of Last Filing:	n/a

Company Rate Information

Company Name:	Company Rate Change:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Loyal American Life Insurance Company	N/A	%	%				%	%

SERFF Tracking Number:	UTAC-127025846	State:	Arkansas
Filing Company:	Loyal American Life Insurance Company	State Tracking Number:	48465
Company Tracking Number:	LY-CRI-BA-AR		
TOI:	H071 Individual Health - Specified Disease - Limited Benefit	Sub-TOI:	H071.001 Critical Illness
Product Name:	CRITICAL ILLNESS		
Project Name/Number:	LY-CRI-BA-AR/LY-CRI-BA-AR		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachments: AR Certification Reg19.pdf AR FLESCH.pdf	Approved-Closed	04/19/2011
Satisfied - Item: Application Comments: Attached to Form Schedule	Approved-Closed	04/19/2011
Satisfied - Item: Outline of Coverage Comments: Attached to Form Schedule	Approved-Closed	04/19/2011

Arkansas Certification

This submission meets the provisions of Rule and Regulation 19, "Unfair sex discrimination in the sale of insurance" as well as all applicable requirements of this Department.



Jackie Cunningham, AIRC, FLMI
Compliance Filing Specialist

April 1, 2011

Date

LOYAL AMERICAN LIFE INSURANCE COMPANY

CERTIFICATION OF FLESCH READING EASE TEST

This is to certify that the forms listed below are in compliance with the readability requirements of the Flesch Reading ease test.

The Flesch test was applied to each form in its entirety, except that of titles, major headings and sub-headings and tables were excluded.

The Flesch reading ease test scores are:

CRITICAL ILLNESS FORMS

Form Number	Description	Form Type	Flesch Score
LY-CRI-BA-AR	Critical Illness Policy	POLICY	40
LY-HOS-RD	Hospital Indemnity Rider	RIDER	40
LY-ADD-RD	Accidental Death and Dismemberment Rider	RIDER	40
LY-ROP-RD	Return of Premium Rider	RIDER	40

LOYAL AMERICAN LIFE INSURANCE COMPANY



Printed Name: Brenda Hardison

Title: Secretary

Date: April 1, 2011

<i>SERFF Tracking Number:</i>	<i>UTAC-127025846</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Loyal American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48465</i>
<i>Company Tracking Number:</i>	<i>LY-CRI-BA-AR</i>		
<i>TOI:</i>	<i>H071 Individual Health - Specified Disease - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H071.001 Critical Illness</i>
<i>Product Name:</i>	<i>CRITICAL ILLNESS</i>		
<i>Project Name/Number:</i>	<i>LY-CRI-BA-AR/LY-CRI-BA-AR</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
03/31/2011	Form	Application	04/22/2011	LY-CRI-APP.pdf (Superseded)
03/31/2011	Form	Specified Critical Illness Insurance Policy	04/18/2011	LY-CRI-BA-AR.pdf (Superseded)

Application is for: ☐ New Business ☐ Reinstatement ☐ Benefit Change PV Case # _____

SECTION 1: APPLICANT'S INFORMATION

Applicant's Name (Please Print)			Sex	Date of Birth			Age	Height	Weight
First	MI	Last		Month	Day	Year			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Mailing Address _____

City _____ State _____ Zip _____

Soc. Sec. # _____ Email Address _____

Employer/Job _____ Title/Duties _____

Daytime Phone (____) _____ Evening Phone (____) _____

Best Time to Call (Provide a 2+ Hour Time Period): From _____ ☐ AM ☐ PM to _____ ☐ AM ☐ PM

☐ Payor or ☐ Owner (if other than Applicant) Payor/Owner Relationship: _____

Payor/Owner Name _____ Mailing Address _____

City _____ State _____ Zip _____

Beneficiary (Full Name) _____ Relationship _____

EMPLOYMENT STATUS

Do you work outside your home a minimum of 30 hours per week?..... ☐ YES ☐ NO

If no, please explain. _____

Have you been actively at work for the last 30 days?..... ☐ YES ☐ NO

If no, please explain. _____

SPOUSE INFORMATION

Name of Spouse	Date of Birth			Ht	Wt	Employer	Job Title	Duties
	Month	Day	Year					
_____	_____	_____	_____	_____	_____	_____	_____	_____

DEPENDENT CHILD(REN) TO BE COVERED

Name of Children	Date of Birth mm/dd/yyyy	Full Time Student?		Name of Children	Date of Birth mm/dd/yyyy	Full Time Student?	
		Yes	No			Yes	No
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	6. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 2: COVERAGE TYPE (Select one of the following)

- ☐ **Family**.....You, your spouse and your children are applying.
- ☐ **One Parent**.....You and your children are applying.
- ☐ **Individual**.....You are applying for yourself only.

SECTION 3: RATE CLASS (Select one of the following)

- ☐ Non-Tobacco You or your spouse, if applying, **have not** used tobacco within the last five years.
- ☐ Tobacco You or your spouse, if applying, **have** used tobacco within the last five years

SECTION 4: BENEFIT SELECTION

Critical Illness Benefit Amount \$ [(If applying, Spouse benefit same, Child(ren) benefit is [\$10,000])]

RIDERS

- ☐ Hospital Indemnity Rider] [☐ \$100/day] [☐ \$200/day] [☐ \$300/day] [☐ \$400/day] [☐ \$500/day]
[☐ \$600/day] [☐ \$700/day] [☐ \$800/day] [☐ \$900/day] [☐ \$1,000/day]
- ☐ Accidental Death & Dismemberment Rider] [☐ \$25,000] [☐ \$50,000] [☐ \$75,000] [☐ \$100,000]
[(If applying, Child(ren) benefit is [\$25,000])]
- ☐ Return of Premium Rider]

SECTION 5: EFFECTIVE DATE REQUEST (Select one of the following)

- ☐ Date of Application ☐ Date of Approval
- ☐ List Bill (The Effective Date will be determined by Home Office)
- ☐ Requested Effective Date: (No more than [60] days from date of Application)

SECTION 6: NON-MEDICAL QUESTIONS

- | | YES | NO |
|---|--------------------------|--------------------------|
| 6a. Do you or any applicant currently have any Supplemental Critical Illness coverage in force? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, list the name of Company and Policy Number | | |
| 6b. During the past five years, has any applicant had a Supplemental Critical Illness insurance application postponed, rated up or declined; or had insurance renewal or reinstatement refused? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6c. Is the Insurance applied for here intended to replace any existing or pending accident or sickness insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, complete the provided replacement form, and list the name of Company and Policy Number | | |
| 6d. Is any applicant eligible for Medicare? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, review the Guide to Health Insurance for People with Medicare which is available from the company. | | |

SECTION 7: MEDICAL QUESTIONS

If any question in Section 7 is answered YES, the applicant that it applies to is **not** eligible for coverage.

Complete the following Part(s), based on the type of underwriting available to applicant.

[Modified Guaranteed Issue (MGI): Eligible employee/member and employee/member spouse Part A]

[Simplified Issue (SI): Applicant(s) applying for Critical Illness only Parts A & B]

[Full Underwriting: Applicant(s) applying for Critical Illness and additional Rider Benefits Parts A, B, C & D]

PART A

Please answer the following questions.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 7a. Have you or any applicant ever been diagnosed with, treated for, or taken prescription medication for any of the following: | | |
| • Internal or blood cancer, Leukemia, Hodgkin's disease, melanoma, malignant tumors, or carcinoma in situ? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Disease or disorder of the heart, heart attack, CAD (coronary artery disease), heart condition, heart valve disorder, stroke, TIA (transient ischemic attack), paralysis or muscular abnormalities? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Disease or disorder of the circulatory system, blood clots, or been prescribed three or more medications to be taken concurrently for high blood pressure? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. Have you or any applicant ever been advised to have any diagnostic tests related to cancer which have not been completed or for which results have not been received or are other than normal? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. Have you or any applicant ever had elevated PSA levels greater than 4.0 or been diagnosed with Dysplasia of the cervix classified as level 3 or 4? | <input type="checkbox"/> | <input type="checkbox"/> |

PART B

Please answer the following questions.

YES NO

- 7d. Have you or any applicant ever been diagnosed with, treated for, or taken prescription medication for any of the following:
- Chronic Obstructive Pulmonary Disease (COPD), emphysema, pulmonary fibrosis, pulmonary hypertension, diabetes, kidney failure or polycystic disease, chronic kidney disease, connective tissue diseases such as systemic lupus or cystic fibrosis? ☐ ☐
 - Liver disease including cirrhosis or hepatitis (other than type A), alcohol or drug abuse? ☐ ☐
 - Macular Degeneration, Glaucoma or permanent and uncorrectable loss of sight or corrected visual acuity worse than 20/200 in both eyes or do you have a field of vision less than 20 degrees in both eyes? ☐ ☐
- 7e. Within the last six months have you or any applicant had or been advised of the need to have diagnostic tests performed to evaluate symptoms of chest pains, shortness of breath, blackouts, fainting, or dizziness? ☐ ☐
- 7f. Have you or any applicant ever had an Organ transplant, bone marrow transplant or been advised you need a transplant? ☐ ☐
- 7g. Do you or any applicant now have, or at any time have been diagnosed with or received medical advice or treatments from a physician or an appropriately licensed clinical professional acting within his/her scope for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV) Infection? ☐ ☐
- 7h. Have **two or more** of any applicant's natural parents, brothers or sisters, either living or deceased, been diagnosed with the same conditions from the following list:
- Heart disease, stroke, diabetes, kidney disease or breast cancer **prior** to age 60? ☐ ☐
 - Colorectal cancer **prior** to age 75? ☐ ☐
 - Any other same type of cancer in any two relatives described above **prior** to age 55? ☐ ☐

PART C

Complete if applying for Hospital Indemnity Rider in addition to Part A & B.

YES NO

- 7i. Are you or any applicant currently confined in or scheduled for admission to a hospital or nursing facility, or receiving Home Health Care services? ☐ ☐
- 7j. Has any applicant been advised to have surgery that has not been performed? ☐ ☐
- 7k. Does any applicant anticipate having surgery within the next 12 months? ☐ ☐
- 7l. Are you or any applicant bedridden or require the assistance of a wheelchair or walker? ☐ ☐
- 7m. Within the past two years have you or any applicant:
- Been confined to a nursing facility? ☐ ☐
 - Been hospitalized more than two times? ☐ ☐
 - Had any amputation caused by disease? ☐ ☐
- 7n. Are you or any applicant to be insured under this benefit currently pregnant or undergoing infertility treatment? ☐ ☐

PART D

Complete if applying for Accidental Death and Dismemberment Rider in addition to Part A & B

- 7o. Has any applicant been charged with driving under the influence (DUI) of drugs or alcohol within the last ten years? ☐ ☐
- 7p. Have you or any applicant participated in or intend to participate in, and/or is currently participating in piloting, parachuting, sky diving, hang-gliding, motor racing or any other similar hazardous type sport(s) or activity(ies)? ☐ ☐

SECTION 8: PREMIUM PAYMENT METHOD (Select one of the following)Is this a Section 125? ☐ Yes ☐ No (ROP Rider not available for Section 125.)☐ **DIRECT BILL**Premium Mode: ☐ Quarterly] ☐ Semi-Annual] ☐ Annual]☐ **ELECTRONIC FUNDS TRANSFER (BANK DRAFT).** Complete the Electronic Funds Transfer authorization form.Premium Mode: ☐ Monthly] ☐ Quarterly] ☐ Semi-Annual] ☐ Annual]☐ **LIST BILL**Premium Mode: ☐ Monthly] ☐ Quarterly] ☐ Semi-Annual] ☐ Annual] ☐ 26 Pay] ☐ 52 Pay]☐ **CREDIT CARD** Complete the Credit Card Payment authorization form.Premium Mode: ☐ Monthly] ☐ Quarterly] ☐ Semi-Annual] ☐ Annual]

SECTION 9: ADDITIONAL PREMIUM INFORMATION

Modal Premium \$ Payment with Application \$

Please Make Check Payable to: Loyal American Life Insurance Company

SECTION 10: APPLICANT’S STATEMENT AND AGREEMENTS

I hereby apply to Loyal American Life Insurance Company (“the Company”) for insurance for coverage to be issued based upon the truth and completeness of the answers to the above questions, and understand and agree that: (1) No agent has the authority to waive the answer to any questions on the application; (2) No insurance will be effective until (a) my application has been approved by the Company; (b) the initial premium has been paid; and (c) the policy has been issued by the Company; and (3) I have received the Outline of Coverage for the policy applied for and if eligible for Medicare the required Guide to Health Insurance for People with Medicare.

THIS POLICY PROVIDES LIMITED BENEFITS. REVIEW YOUR POLICY CAREFULLY.

FRAUD WARNING: I KNOW THAT ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURER SUBMITS AN APPLICATION FOR INSURANCE CONTAINING FALSE OR DECEPTIVE STATEMENTS MAY BE GUILTY OF INSURANCE FRAUD.

Signature of Applicant (Proposed Named Insured) ☒ Date

Affidavit for Agent’s Use Only: I hereby certify that I have accurately recorded in this application all of the information known to me and as supplied by the applicant. The applicant has read or had read to him or her the completed application. I also certify that this application ☐ does ☐ does not replace or change any existing critical illness coverage.

☐ I certify that I have provided the Applicant with the documents outlined in the Applicant’s Statements and Agreements. I further certify that I have delivered the documents to the Applicant (check all that apply, must select at least one):

☐ In Person ☐ By Mail ☐ Email ☐ Fax
Date

Was the Application completed by you in the Applicant’s physical presence? ☐ YES ☐ NO

Was the Application completed by you over the phone? ☐ YES ☐ NO

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name of 1 st Agent	Signature of 1 st Agent	Writing Number	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name of 2 nd Agent	Signature of 2 nd Agent	Writing Number	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Printed Name of 3 rd Agent	Signature of 3 rd Agent	Writing Number	Percentage



[P.O. Box 559004, Austin, TX 78755-9004]
Toll Free: [800-633-6752]

Here is Your new Specified Critical Illness Insurance Policy. The language used is easy to understand. Loyal American Life Insurance Company® will be referred to in this policy as “We”, “Our”, and “Us”. “You” or “Your” means the Named Insured.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If an Insured Person is eligible for Medicare, please review the “Guide to Health Insurance for People with Medicare” which is available from the company.

GUARANTEED RENEWABLE TO AGE 75. This policy is guaranteed renewable to age 75. That means You have the right to continue this policy in force up to age 75 as long as You pay the required premium on or before the date it is due or during the grace period. At no time while You continue this policy in force may We place any restrictive riders on it without your permission.

RIGHT TO ADJUST FUTURE PREMIUMS. After this policy has been in force for twelve (12) months, We may change the premium rates only if we change them for all policies like Yours in Your state on a premium class basis, but not more than once in a 12-month period. A premium class basis is determined by such factors as benefits, age, gender, geographic location, tobacco use and the year the policy is issued. If We change the rates, Your premium will be determined by Your age on the Effective Date of the policy. If We change the premium rates for all policies of this form issued by Us and in force in Your state, We will inform You in writing at least thirty (30) days before the change occurs at the address shown in Our records

PRE-EXISTING CONDITION(S). The benefits of this Policy will not be payable during the first twelve (12) months that coverage is in force with respect to an Insured Person for any loss caused by Pre-Existing Condition(s).

IMPORTANT NOTICE! PLEASE READ. Please read the copy of the application attached to this policy. The best time to clear up any questions is now, before a claim arises. Omissions or misstatements in the application could cause an otherwise valid claim to be denied or coverage to be rescinded. Carefully check the application and write to Loyal American Life Insurance Company at [P.O. Box 559004, Austin, Texas 78755-9004] within ten (10) days if any information shown on it is not correct and complete or if any medical history has been left out. The application is a part of this policy, which was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

YOU HAVE THE RIGHT TO EXAMINE THIS POLICY FOR THIRTY (30) DAYS. Please read Your policy carefully. If You are not satisfied with Your policy for any reason, You may return the policy to Us. It must be returned within thirty (30) days from receipt of this policy. If returned, the policy will be void from its beginning as though the policy was never issued. Any premium paid on this policy will be refunded.

NOTICE TO BUYER: THIS IS A SPECIFIED DISEASE POLICY. THIS POLICY PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES. READ YOUR POLICY CAREFULLY.

THIS IS A LEGAL CONTRACT BETWEEN YOU AND US.

REDUCED BENEFITS WILL BE PROVIDED DURING THE FIRST THIRTY (30) DAYS IMMEDIATELY FOLLOWING THE EFFECTIVE DATE OR LAST REINSTATEMENT DATE OF THIS POLICY FOR ANY CLAIMS RESULTING FROM CANCER OR CARCINOMA IN SITU.

Secretary

President

TABLE OF CONTENTS

	PAGE
GUARANTEED RENEWABLE TO AGE 75	1
RIGHT TO ADJUST FUTURE PREMIUMS	1
PRE-EXISTING CONDITION(S)	1
IMPORTANT NOTICE! PLEASE READ	1
RIGHT TO EXAMINE THIS POLICY FOR THIRTY (30) DAYS	1
NOTICE TO BUYER	1
POLICY SCHEDULE PAGE	3
PART 1: DEFINITIONS	4
PART 2: EFFECTIVE DATE	7
PART 3: ELIGIBILITY	7
PART 4: BENEFITS PROVIDED BY THIS POLICY	8
PART 5: EXCLUSIONS AND LIMITATIONS	9
PART 6: PREMIUM PAYMENTS AND REINSTATEMENT	10
PART 7: TERMINATION PROVISIONS	10
PART 8: HOW TO FILE A CLAIM	12
PART 9: GENERAL INFORMATION	12

LOYAL AMERICAN LIFE INSURANCE COMPANY
Specified Critical Illness Insurance Policy Schedule Page

POLICY NUMBER: [AC0001000C]

COVERAGE TYPE: [FAMILY]

EFFECTIVE DATE: [FEBRUARY 1, 2011]

NAMED INSURED: [JOHN DOE]

*AGE AT ISSUE: [30]

STATE OF ISSUE: [TEXAS]

CLASS: [TOBACCO]

*PREMIUMS

[MONTHLY]

[P.A.C.]

[\$ XXX.XX]

SPECIFIED CRITICAL ILLNESS BENEFIT AMOUNT:

NAMED INSURED:

[\$20,000 Per Category]

[SPOUSE]

[\$20,000 Per Category]

[CHILDREN]

[\$10,000 Per Category]

POLICY WAITING PERIOD

[30 DAYS]

Reduced Benefits for Cancer and Carcinoma in Situ diagnosed during waiting period

Cancer: 10% of the Benefit Amount shown above.

Carcinoma in Situ: 2.5% of the Benefit Amount Shown above.

OPTIONAL RIDERS:

[RETURN OF PREMIUM RIDER]

[HOSPITAL INDEMNITY BENEFIT RIDER]

[\$100 a day]

Maximum Benefit Period

30 days]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT RIDER]

Benefit Amount:

NAMED INSURED:

[\$50,000]

[SPOUSE]

[\$50,000]

[CHILDREN]

[\$25,000]

In the Event of Loss:

Life

One Eye, Hand, Foot, Arm or Leg

More Than One Eye, Hand, Foot, Arm or Leg

The Benefit Will Be:

100% of the Benefit Amount

10% of the Benefit Amount

20% of the Benefit Amount]

*THE PREMIUMS ARE BASED ON THE AGE OF THE OLDEST INSURED PERSON; THE AGE AT ISSUE REPRESENTS THE AGE OF THE OLDEST INSURED.

PART 1: DEFINITIONS

When We use the following words, this is what We mean:

ACCIDENTAL INJURY means bodily harm that is caused solely by or is the result of an unforeseen event or occurrence.

ANGIOPLASTY means reconstitution or recanalization of a blood vessel. It may involve balloon dilation, mechanical stripping of intima, forceful injection of fibrinolytics or placement of a stent. The procedure must be performed by a Physician who is a board certified cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

AORTIC SURGERY means undergoing surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. The surgery must be deemed medically necessary and performed by a Physician who is a board certified cardiologist, cardiovascular thoracic surgeon or vascular surgeon. For this definition, aorta means the thoracic and abdominal aorta but not its branches.

BENEFICIARY means the person(s) You named in the application, or by later designation, to receive any death benefit or accrued benefits unpaid at Your death.

BENEFIT AMOUNT means the amount We will pay for a covered benefit as shown on the Policy Schedule Page.

BLINDNESS means the Diagnosis of permanent and uncorrectable loss of sight in both eyes. The Diagnosis must be by a Physician who is a board certified ophthalmologist. Corrected visual acuity must either be worse than 20/200 in both eyes or the field of vision must be less than 20 degrees in both eyes.

CANCER means a malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Blood cancers such as Leukemia, Myelodysplastic Syndrome (MDS) and lymphoma are included. Cancer must be Diagnosed pursuant to a Pathological or Clinical Diagnosis.

While not an exhaustive list, the following premalignant conditions or conditions with malignant potential are not to be construed as Cancer in interpreting this policy:

- (1) pre-malignant lesions (such as intraepithelial neoplasia);
- (2) benign tumors or polyps;
- (3) early prostate cancer diagnosed as T1N0M0 or equivalent staging;
- (4) Carcinoma in Situ; or
- (5) any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

CARCINOMA IN SITU means a Diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue. Carcinoma in Situ must be Diagnosed pursuant to a Pathological or Clinical Diagnosis. Carcinoma in Situ includes, but is not limited to:

- early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
- melanoma not invading the dermis.

Carcinoma in Situ does not include:

- other skin malignancies;
- pre-malignant lesions (such as intraepithelial neoplasia); or
- benign tumors or polyps.

CHILD(REN) unless excluded from coverage by specific name, means the Named Insured's and Spouse's natural child, stepchild, legally adopted child, a child placed with You for adoption, a foster child, or court appointed guardianship/order/administrative order for a child including grandchild, who is:

- (1) insurable and named on the application;
- (2) unmarried;
- (3) child of a non-custodial parent;
- (4) chiefly dependent on the insured or spouse for support; and
- (5) has not attained the limiting age of nineteen (19) or twenty-six (26) if enrolled as a full-time student in an accredited school or college.

Child(ren) also includes dependent child(ren), regardless of age, who:

- (1) are mentally or physically handicapped;
- (2) became or become handicapped prior to the limiting Age; and
- (3) cannot support themselves because of their handicap.

CLINICAL DIAGNOSIS means the Diagnosis of Cancer or Carcinoma in Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer or Carcinoma in Situ only if the following conditions are met:

- (1) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- (2) there is medical evidence to support the Diagnosis; and
- (3) a Physician is treating the Insured Person for Cancer and/or Carcinoma in Situ.

COMA means a Diagnosis that the Insured Person is in a state of unconsciousness from which the Insured Person cannot be aroused, in which external stimulation will produce no more than primitive avoidance reflexes, and that this state has persisted continuously for at least 96 hours. The Diagnosis must be by a Physician who is a board certified neurologist. Coma as a result of a Stroke is excluded. (Stroke is covered under a separate Specified Critical Illness benefit category).

CORONARY ARTERY BYPASS SURGERY means the first ever open heart surgery, performed after the policy Effective Date, to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as, but not limited to, balloon angioplasty, laser relief, or other nonsurgical procedures. This surgery requires placement of patient on a cardiac-pulmonary bypass machine and must be performed by a Physician who is a board certified cardiothoracic surgeon. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

DATE OF DIAGNOSIS means the date the Diagnosis is established by a Physician, who is a board certified specialist where required under this policy, through the use of pathological, clinical and/or laboratory findings as supported by the Insured Person's medical records. For a procedure, it is the date the Insured Person undergoes the procedure.

DIAGNOSIS and **DIAGNOSED** mean the definitive establishment of the Specified Critical Illness through the use of pathological, clinical and/or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required under this policy.

END STAGE RENAL FAILURE means chronic irreversible failure of both kidneys to function requiring an Insured Person to undergo regular hemodialysis or peritoneal dialysis at least weekly. The Diagnosis of End Stage Renal Failure must be made by a Physician who is a board certified nephrologist.

FIRST EVER DIAGNOSIS OR PROCEDURE means the Diagnosis or procedure is the first time ever in the Insured Person's lifetime they have undergone that specific covered procedure or been Diagnosed with that specific Specified Critical Illness.

HEART ATTACK means the myocardial infarction, coronary thrombosis or coronary occlusion that is diagnosed or treated after the policy Effective Date. The following are not considered as a Heart Attack: congestive heart failure, atherosclerotic heart disease, an EKG change consistent with transient ischemic change, angina, chance finding of EKG changes suggestive of a previous Heart Attack, coronary artery disease or any other dysfunction of the cardiovascular system, or death of the heart muscle coincident with death of an Insured Person from other causes. Diagnosis of a Heart Attack must be positively made by a Physician who is board certified and be based on all of the following criteria: (a) associated new EKG changes consistent with injury; (b) elevation of cardiac enzymes above generally accepted laboratory levels of normal (a diagnostic elevation of Troponin.i or in the case of CPK, a CPK-MB measurement must be used); and (c) confirmatory imaging studies such as thallium scans, MUGA scans or stress echocardiograms.

HEART VALVE REPLACEMENT/REPAIR SURGERY means undergoing open heart surgery to replace or repair one or more valves. The surgery must be deemed medically necessary and performed by a Physician who is a board certified cardiologist or cardiovascular surgeon.

IMMEDIATE FAMILY means anyone related to an Insured Person in the following manner: the Spouse, father (including stepfather), mother (including stepmother), sons (including stepsons), daughters (including stepdaughter), brothers or sisters (including stepbrothers or stepsisters), grandchildren, or father-in-law or mother-in-law of any Insured Person.

INSURED PERSON means any of the following, unless excluded from coverage:

- (1) the Named Insured;
- (2) any eligible Spouse or Child(ren), as defined and whose coverage has become effective and such coverage has not been terminated

MAJOR ORGAN TRANSPLANT means a surgery in which an Insured Person receives, from a suitable donor and in accordance with generally accepted medical procedures, as a result of a surgical transplant, one or more of the following organs: liver, kidney, heart, heart-lung, or pancreas. In order for the Major Organ Transplant to be covered under this policy, the Insured Person must be registered by the United Network for Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP). **It does not include transplants involving mechanical or non-human organs.**

NAMED INSURED means the primary person accepted for coverage by Us, is described in the application and has completed and signed the application.

PARALYSIS means spinal cord injuries occurring after the policy Effective Date resulting in permanent, complete, total and irreversible loss of use of two (2) or more limbs (paraplegia or quadriplegia) for a continuous period of at least thirty (30) days. Paralysis must be positively diagnosed by a Physician who is a board certified neurologist. Limb is defined as a complete arm or leg. Paralysis as a result of Stroke is excluded. (Stroke is covered under a separate benefit.)

PATHOLOGICAL DIAGNOSIS means a Diagnosis of Cancer or Carcinoma in Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

PHYSICIAN means a practitioner of the healing arts duly licensed, practicing in the United States and legally qualified to treat Sickness or Injuries. Such person must not be the Insured Person, an Insured Person's Immediate Family member or a business associate. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required by this policy. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians.

PRE-EXISTING CONDITION means a condition Diagnosed or for which medical advice or treatment was recommended by or received from a Physician within the twelve (12) months prior to the Effective Date of the policy.

SEVERE BURNS means a Diagnosis that the Insured Person has sustained third degree burns covering at least 20% of the surface area of the body. The Diagnosis must be made by a Physician who is board certified as a General Surgeon or Plastic Surgeon.

SICKNESS means an illness or disease incurred by an Insured Person which first manifests itself after the Effective Date and while this policy is in force.

SKIN CANCER means basal cell carcinoma, basal cell epithelioma, squamous cell carcinoma, mycosis fungoids or melanoma of Clark's Level I or II or Breslow level equal to or less than 1.5 mm.

SPECIFIED CRITICAL ILLNESS means those conditions specified within this policy for which benefits may be payable.

SPOUSE means the person who is lawfully married and named on the application as the Spouse to be insured at the time You first applied for this coverage, or who was added at a later date. There may never be more than one Spouse insured at any given time.

STROKE means an acute cerebral vascular accident (due to rupture or acute occlusion of a cerebral artery) producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit, positively diagnosed by a Physician, persisting for at least thirty (30) days. This definition of stroke shall specifically exclude Transient Ischemic Attacks, attacks of Vertebrobasilar Ischemia, head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits. The Diagnosis must be made by a Physician who is a board certified neurologist.

PART 2: EFFECTIVE DATE

EFFECTIVE DATE FOR COVERAGE: The Effective Date of Your policy is shown on the Policy Schedule Page located on Page 3. We will pay benefits provided by this policy for Accidental Injury or Sickness that happens to an Insured Person after the Effective Date if Your policy is in force at that time.

PART 3: ELIGIBILITY

The Named Insured may select from three Coverage Types.

COVERAGE TYPES: The type of coverage issued is shown on the Policy Schedule Page, located on Page 3.

- (1) Individual Coverage means only the Named Insured shown on the Policy Schedule Page is covered.
- (2) One Parent Coverage means that only the Named Insured and eligible Child(ren) as of the Effective Date are covered.
- (3) Family Coverage means only the Named Insured, the Spouse of the Named Insured, and eligible Child(ren), as of the Effective Date are covered.

PERSONS WHO BECOME ELIGIBLE AFTER THE EFFECTIVE DATE: If this policy is issued as Individual Coverage, there is no coverage for family members. If You marry and wish to provide coverage for Your Spouse, then You must complete an application and pay the additional premium required for Family Coverage. If this policy is issued as Individual Coverage and You wish to add a Child(ren) as defined in the policy, You must complete an application for a One Parent policy and pay any required additional premium.

AUTOMATIC COVERAGE OF NEWBORN OR ADOPTED CHILD(REN): Any Child born to or adopted by the Named Insured while this policy is in force as One Parent Coverage or Family Coverage is automatically covered from:

- (1) The moment of birth for a newborn Child; or
- (2) The earlier of the date of placement for the purpose of adoption or the date of the entry of an order granting the adoptive parent custody of the Child;

If this policy is issued as either One Parent Coverage or Family Coverage, We do not require an additional premium for such Child, the coverage for a newly adopted Child is effective upon the earlier of the date of placement for the purpose of adoption or the date of the entry of an order granting the adoptive parent custody of the Child. Such Child is exempt from the Waiting Period. Coverage will continue for the Child unless the placement is disrupted prior to the legal adoption and the Child is removed from placement. We must receive written notification within thirty-one (31) days after the adoption of the Child in order to have the coverage continue beyond the thirty-one (31) day period.

PART 4: BENEFITS PROVIDED BY THIS POLICY

SPECIFIED CRITICAL ILLNESS BENEFIT: We will pay You a benefit if an Insured Person receives a First Ever Diagnosis or Procedure from a Physician for one of the Specified Critical Illnesses shown in the chart below and subject to the following conditions:

- (1) Diagnosis must be made within the United States; and
- (2) the Date of Diagnosis or procedure shall occur while the Insured Person is covered by this policy; and
- (3) payment shall be precluded by any general or specific exclusion, limitation or reduction set forth in or attached to this policy (including, without limitation, the exclusion for any Pre-existing Condition) or any failure by the Insured Person to meet any condition precedent.

The amount payable for each Specified Critical Illness within a category is the percentage times the Specified Critical Illness Benefit Amount shown on the Policy Schedule Page. The percentage of the Benefit Amount payable for each Specified Critical Illness is shown beside the illness in the chart below.

The maximum total percentage of the Specified Critical Illness Benefit Amount payable per category of Specified Critical Illnesses is shown in the last column of the chart below.

Category	Specified Critical Illness	Percentage of Benefit Amount Payable for each Specified Critical Illness	Maximum Percentage of Benefit Amount for Category
Category 1	Cancer	100%	100%
	Carcinoma in Situ*	25%	
Category 2	Heart Attack	100%	100%
	Major Organ Transplant – heart or combination transplant including heart	100%	
	Stroke	100%	
	Coronary Artery Bypass Surgery*	25%	
	Aortic Surgery*	25%	
	Heart Valve Replacement/Repair Surgery*	25%	
	Angioplasty*	10%	
Category 3	Coma – not as a result of Stroke	100%	100%
	End Stage Renal Failure	100%	
	Major Organ Transplant – other than heart	100%	
	Paralysis – not as a result of Stroke	100%	
	Blindness	100%	
	Severe Burns	100%	

*We will pay the benefit for Coronary Artery Bypass Surgery, Angioplasty, Aortic Surgery, Heart Valve Replacement/Repair Surgery, and Carcinoma in Situ only once in an Insured Person's lifetime.

If a percentage of the Specified Critical Illness Benefit Amount for one Specified Critical Illness within a category in the chart above is paid and the Insured Person then becomes eligible for benefits for another Specified Critical Illness within the same category, the amount payable for the subsequent Specified Critical Illness is the lesser of the percentage amount payable or 100% minus the percentage of the Specified Critical Illness Benefit Amount received for all previous Specified Critical Illnesses in that category.

After payment of 100% of the Specified Critical Illness Benefit Amount shown on the Policy Schedule Page for an Insured Person within a category in the chart above, We will not pay any additional benefits for any additional Specified Critical Illness in that same category for the same insured.

If benefits have been paid for a Specified Critical Illness within one category, no benefits will be payable for a subsequent Specified Critical Illness within a different category unless the Date of Diagnosis of the subsequent Specified Critical Illness is separated by at least 180 days from the Date of Diagnosis of the immediately preceding Specified Critical Illness.

If the Date of Diagnosis of two or more Specified Critical Illnesses is the same day, We will pay only one Specified Critical Illness benefit. We will pay the larger of the Specified Critical Illness benefits Diagnosed on the same day.

No benefits are payable for conditions other than the Specified Critical Illnesses defined in this policy. Payment of Specified Critical Illness benefits is subject to all terms and conditions of this policy.

REDUCTION SCHEDULE: The Benefit amount for a First Ever Diagnosis of Cancer or Carcinoma in Situ shall be reduced during the first thirty (30) days immediately following the Effective Date of the policy. The reduced Benefit Amount for Cancer will be 10% of the benefit amount shown on the Policy Schedule Page. The reduced Benefit Amount for Carcinoma in Situ will be 2.5% of the Benefit Amount shown on the Policy Schedule Page.

In the event a benefit is paid for Cancer or Carcinoma in Situ within the first 30 days following this policy's Effective Date or last Reinstatement Date, coverage for Category 1 will end for the applicable Insured Person.

PART 5: EXCLUSIONS AND LIMITATIONS

PRE-EXISTING CONDITION(S): The benefits of this Policy will not be payable during the first twelve (12) months that coverage is in force with respect to an Insured Person for any loss caused by Pre-Existing Condition(s). This 12-month period is measured from the Effective Date of coverage for each Insured Person.

EXCLUSIONS – WHAT WE WILL NOT PAY FOR: This Policy only pays for loss resulting from covered conditions, as defined in this Policy: THIS POLICY DOES NOT COVER:

- (1) intentionally self-inflicted Injury or Sickness;
- (2) suicide or attempted suicide, while sane or insane;
- (3) treatment of Mental or Nervous Disorders without demonstrable organic disease, alcoholism or chemical dependency;
- (4) loss that begins prior to the Effective Date of coverage;
- (5) care and treatment received outside the United States or its territories;
- (6) Injuries or Sickness due to an act of declared or undeclared war;
- (7) any Injury or Sickness sustained or contracted due to an Insured Person's being intoxicated, as determined and defined by the laws and jurisdiction of the geographical area in which the Injury or Sickness or cause of Injury or Sickness was incurred, or under the influence of any narcotic unless administered under the advice of a physician. The Insured Person's alcohol or narcotic impairment must be the cause or contributing cause of his or her Injury or Sickness, irrespective of whether the Injury or Sickness occurred while the Insured Person was driving a motor vehicle or engaged in any other activity;

- (8) any Injury or Sickness incurred while committing or attempting to commit a felony or engaging in an illegal occupation or activity;
- (9) Injuries or Sickness due to participation in any sport or sporting activity for wage, compensation or profit;
- (10) Injuries or Sickness due to operating, learning to operate, serving as a crew member of or jumping or falling from any aircraft. Aircraft includes those which are not motor-driven;
- (11) Injury or Sickness as a result of engaging in hang gliding, bungee jumping, parachuting, sailgliding, parakiting, or hot air ballooning;
- (12) Injuries or Sickness due to riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or
- (13) any illness specifically excluded from the definition of any Specified Critical Illness, or as specifically described in any exclusionary endorsement issued with this Policy.

PART 6: PREMIUM PAYMENTS AND REINSTATEMENT

INITIAL: This policy is issued based on the application, Our underwriting requirements and payment of the initial premium. The policy begins on the Effective Date shown on the Policy Schedule Page. All periods of insurance will begin and end at 12:01 a.m., at the place where You live.

RENEWAL: All renewal premiums must be paid in consecutive terms. They shall be paid by modes currently offered by Us. Renewal premiums are payable to Us. Premiums must be paid on or before the date due or before the end of the grace period. If this policy should lapse, the payment of a premium will reinstate this policy only as provided in the reinstatement provision in this section.

GRACE PERIOD: A grace period of thirty-one (31) days will be granted for the payment of each premium, falling due after the first premium. This policy will continue in force during the grace period. If the premium due is not paid during the grace period, the policy will terminate coverage at the end of the period for which premiums were paid.

LAPSE AND REINSTATEMENT: If the renewal premium is not paid within the grace period, this policy will terminate on the first premium due date for which premium was not paid. If the policy terminates, Our acceptance of a premium payment without requiring an application for reinstatement will reinstate this policy. Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

If We require an application for reinstatement and issue a conditional receipt, this policy will be reinstated upon Our approval of the reinstatement application. If We do not notify You in writing of Our prior approval or disapproval, this policy will automatically be reinstated on the forty-fifth (45th) day following the date of the conditional receipt.

The reinstated policy shall cover losses resulting from such Accidental Injury as may be sustained after the date of reinstatement. The reinstated policy shall also cover Specified Critical Illness due to a Sickness as may begin more than 10 days after the reinstatement date, subject to the Specified Critical Illness Benefit Reduction Schedule. In all other respects, Your rights and Ours will remain the same, subject to any restrictions attached in connection with the reinstatement.

PART 7: TERMINATION PROVISIONS

TERMINATION OF AN INSURED PERSON'S COVERAGE: Coverage under this Policy will terminate on the earliest of:

- (1) the date premiums are not received when due, subject to the Grace Period provision;
- (2) the date You specify in Your written request for termination;
- (3) the first premium due date following an Insured Person's 75th birthday; or
- (4) when 100% of the Benefit Amount has been paid for each Specified Critical Illness benefit category.

INSURED CHILD TERMINATION OF COVERAGE: An Insured Child shall cease to be covered on the premium due date on or next following the earlier of such Child's:

- (1) nineteenth (19th) birthday; or twenty-six (26th) birthday if a full-time student; or
- (2) date of marriage.

The coverage of an Insured Child will not terminate if the Child is both: (a) incapable of self-sustaining employment because of mental retardation or physical handicap; and (b) currently dependent upon the Insured for support and maintenance. If a claim is denied under this policy for the stated reason that the Child has attained the limiting age for an Insured Child specified in this policy, the burden is on the Insured to establish that the Child is and has continued to be handicapped and dependent as defined. Proof of continued incapacity and dependency must be furnished at Our request, but not more frequently than annually, unless such information is requested as a part of Our claim processing.

SPOUSE TERMINATION OF COVERAGE: If this policy is issued as Family Coverage, coverage of the Named Insured's Spouse shall cease on the premium due date on or next following Our receipt of written notice of a valid judgment of dissolution of marriage, or legal separation and a copy of that order.

CONVERSION POLICY: An Insured Person may apply for a policy (hereinafter called Conversion Policy) if coverage under this policy ends as set forth in the Insured Child Termination of Coverage provision or the Spouse Termination of Coverage provision. The Conversion Policy will be issued without proof of good health, subject to the following conditions:

- (1) A written application for the Conversion Policy is sent to Us no later than 31 days after the date on which such person's coverage under this policy ends. The Effective Date of the Conversion Policy shall be the date the application is accepted by Us. The premium for the Conversion Policy will be the premium payable on the Effective Date of the Conversion Policy for the form and amount of coverage provided.
- (2) The Conversion Policy will be on a form currently in use by Us. It will provide coverage similar to the coverage provided under this policy.
- (3) The Conversion Policy may exclude any condition excluded by this policy with respect to the Insured at the time of the termination of the Insured Person's coverage. We will not pay benefits under the Conversion Policy for expenses incurred while the Insured Person's coverage under this policy is in force.
- (4) If any Specified Critical Illness benefits have been paid to the covered Spouse or Child(ren), such condition(s) will be excluded from coverage under the Conversion Policy.

DISCONTINUATION OF COVERAGE DUE TO DEATH OR PAYMENT OF 100% OF THE BENEFIT AMOUNT FOR EACH SPECIFIED CRITICAL ILLNESS BENEFIT CATEGORY: If this policy is issued as One Parent Coverage or Individual Coverage, upon the death of the Named Insured or payment of 100% of the Benefit Amount in each category for the Named Insured, the coverage ceases. Upon the death of the Named Insured, We will refund the pro-rata portion of any premium paid for a period after the Named Insured's death. It will be paid to the Insured's estate or beneficiary.

TRANSFER OF COVERAGE DUE TO DEATH OR PAYMENT OF 100% OF THE BENEFIT AMOUNT FOR EACH SPECIFIED CRITICAL ILLNESS BENEFIT CATEGORY: If this policy is issued as Family Coverage, upon the death of the Named Insured or payment of 100% of the Benefit Amount in each Specified Critical Illness benefit category for the Named Insured, the coverage will be transferred to One Parent Coverage. The Named Insured's Spouse will become the Named Insured.

Termination of coverage because a person ceases to be an Insured is without prejudice to any claim originating prior to termination of coverage.

PART 8: HOW TO FILE A CLAIM

NOTICE OF CLAIM: Written notice of a claim must be given to Us within ninety (90) days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of You to Us, with information sufficient to identify You, will be notice to Us.

CLAIM FORMS: When We receive notice of claim, if additional information is required, We will send You forms for filing proof of loss. If We fail to provide these forms within fifteen (15) days after receipt of notice of claim, We agree You will have met the requirements for filing proof of loss, within the time allowed.

PROOF OF LOSS: Written proof of loss must be furnished to Us within ninety (90) days after the date of loss. Failure to provide written proof will not invalidate nor reduce any claim if it was not reasonably possible to send such proof within the time allowed, provided such proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will any claim be accepted later than one (1) year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: All benefits payable under this policy will be paid immediately upon Our receipt of due written Proof of Loss.

PAYMENT OF CLAIMS: Unless otherwise assigned by You, all benefits payable under this policy will be payable to You during Your lifetime and, any accrued benefits unpaid at Your death will be paid to the designated Beneficiary, if any, otherwise to Your estate. If benefits are payable to Your estate, We may pay benefits up to \$1,000 to someone related to You by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

PART 9: GENERAL INFORMATION

The provisions of the policy set out Your rights and obligations as a policyowner and Our rights and obligations as Your insurance company.

ENTIRE CONTRACT: This policy, including the application, the riders, the endorsements, the amendments and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid unless approved by an executive officer of the insurance company in writing. Such officer's approval must be endorsed hereon and attached hereto. No agent has authority to change this policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After two (2) years from the Effective Date of this policy, no misstatements, except fraudulent misstatements, made by You in the application for the policy shall be used to void the policy or to deny a claim for loss incurred after the expiration of the two (2) year period.

No claim for loss incurred that starts after twelve (12) months from the Effective Date of this policy will be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the Effective Date of coverage of this policy.

CHANGE OF BENEFICIARY: Unless You make an irrevocable designation of beneficiary, You reserve the right to change a beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries or to any other changes in this policy.

MISSTATEMENT OF AGE: If You or Your Spouse's age has been misstated, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age. If according to the correct age, the coverage would not have become effective, Our liability shall be limited to the refund of all premiums paid for the period not covered.

CONFORMITY WITH STATE STATUTES AND/OR INSURANCE REGULATIONS: Any provision of this policy, which, on its Effective Date, is in conflict with the statutes, and/or insurance regulations of the State where You reside is hereby amended to conform to the minimum requirements of such statutes and/or regulations.

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought to recover on this policy more than three (3) years after the time written Proof of Loss is required to be furnished.

PHYSICAL EXAMINATION AND AUTOPSY: We, at Our own expense, have the right and opportunity to examine any Insured Person when and as often as We may reasonably require during the pendency of a claim and to make an autopsy in case of death where it is not forbidden by law.

CANCELLATION: You may cancel this policy at any time by notifying Us. Your cancellation will be effective upon receipt of Your notice or on such later date as may be specified in such notice. Cancellation will be without prejudice to any claim originating prior to the effective date of cancellation.

REFUND OF UNEARNED PREMIUM: If an Insured Person dies, any premium paid to Us on behalf of the deceased for a period after the date of such death will be refunded on a pro-rata basis. Notice of death should be sent to Us within 12 months, or as soon as reasonably possible, after an Insured Person has died.